

REQUEST FOR PROPOSAL

NUMBER # 10 - 68

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Pursuant to § 4.12.040 M.C.L., this solicitation document serves as the written determination of the Purchasing Agent, that the use of competitive sealed bidding is neither practicable nor advantageous to the Metropolitan Government. Therefore, this solicitation will facilitate the entering into of contract(s) by the competitive sealed proposals process.

RFP Title: DISASTER DEBRIS MANAGEMENT A Services Solicitation

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This proposal solicitation document is prepared in a Microsoft Word (Office for Windows) format. Any alterations to this document made by the proposer may be grounds for rejection of proposal, cancellation of any subsequent award, or any other legal remedies available to the Metropolitan Government.

There may be one or more amendments to this proposal solicitation. If your company desires to receive copies or notices of any such amendments, you must provide the information requested below to Metro Purchasing. Please send this information to Jan Wiles via fax at (615) 862-6179 or by e-mail at jan.wiles@nashville.gov. **Metro will send amendments only to those firms which timely complete and return this form via fax or provide the requested information by timely e-mail.**

RFP number	10-68
Company name	
Mailing address	
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Contact person	
Email address	

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Request for Proposals
RFP Title: Disaster Debris Management

1) Introduction/Overview

A) Purpose

The Metropolitan Government of Nashville and Davidson County ("METRO") is requesting sealed proposals from qualified firms for the purchase of the following products and services:

Remove and lawfully dispose of disaster-generated debris (other than hazardous materials and household putrefied garbage) from public property and public right-of-ways and to set-up and operate TDSR (Temporary Debris Staging and Reduction) sites at designated locations within Davidson County immediately after a tornado, severe storm or other disaster.

B) Objective

The objective to be met through the award of the Request for Proposal is to enter into a five year contract with the selected supplier to secure the services of an experienced Contractor who is capable of efficiently removing large volumes of disaster-generated debris from a large area in a timely and cost effective manner and lawfully disposing of all debris. The successful Contractor must be capable of assembling, directing and managing a work force that can complete the removal of approximately 15 million cubic yards of debris from any combination of designated debris zone or zones as detailed in the Metro Nashville Debris Management Plan and outlined within this RFP within a maximum of ninety (90) calendar days and complete all disposal operations within one hundred and eighty (180) calendar days.

While intended to cover debris management needs in any major disaster scenario, the primary focus is on the threat of tornado damage to Metro Nashville-Davidson County. The planning standards used for this project are based on the anticipated impacts of an F4 tornado. However, the management of debris created by all other types of man-made and natural disasters is also included within the scope of this contract.

The jurisdictional boundaries of Metro Nashville-Davidson County are shown in Attachment----. Temporary Debris Staging and Reduction (TDSR) sites and landfills within neighboring jurisdictions shall not be presumed to be available for the Contractor's use unless so specified within the task order.

C) Scope of Services

1. Introduction

Metro Nashville-Davidson County Debris Management Plan includes considerations for removing and processing the volumes and types of debris expected to be generated by a major disaster such as a tornado and the procedures for disposing of that debris. The planning approach is formulated in part on the concept of strategic pre-positioning of plans and resources necessary for timely, coordinated recovery operations, including removal of debris from public property and right-of ways throughout Davidson County using a combination of Metro Nashville and Contractor's forces.

Metro Nashville envisions the need for multiple contracts to carry out removal and disposal work throughout Davidson County based on an F4 tornado. A basic assumption of this contract is that a Contractor who is capable of managing the debris and infrastructure damage associated with a F4 tornado will also be capable of coping with the damage created by other types of man-made and natural disasters.

The Contractor must have the capacity to manage a major workforce with multiple subcontractors and to cover the expenses associated with a major recovery operation prior to the initial payment and between subsequent payments, as well as the capacity to provide the necessary bonds and insurance. The Contractor must also have an established management team, an established network of resources to provide the necessary equipment and personnel, comprehensive debris removal and volume reduction operations plans and demonstrable experience in major disaster recovery projects.

The contract to be awarded under this RFP will be a contingency contract that will be activated only in the face of an emergency. As such, no compensation will accrue to the Contractor unless and until the contract is activated either in anticipation of a natural disaster or immediately after such disaster.

A Contractor who receives a contingency contract for the work will be required to participate in certain Metropolitan Nashville-Davidson County directed disaster recovery training and/or exercises, 1 to 2 days each year, at no cost to Metro.

2. Planning Standard for Debris Removal and Disposal

Metro Nashville has selected an F4 tornado that impacts the entire county with equal intensity as its planning standard. The worst-case debris volume anticipated from such a storm impacting the entire Davidson County area with equal intensity is approximately 15 million cubic yards. For purposes of preparing your proposal, this estimated volume is also anticipated to

adequately cover the worst-case situation for other types of man-made and natural disasters.

The volume of debris estimated for the County is outlined in the Metro Debris Management Plan. This estimated debris volume is a planning figure that was used in determining the maximum land area requirement for TDSR sites and other resource needs. It is not a fixed quantity for the purposes of contractual obligations.

The actual volume of debris may be greater than or less than 15 million cubic yards. For the purpose of this RFP and solely for the purpose of standardizing the contents of all submittals each Contractor shall use a planning figure of 15 million cubic yards of debris as the initial volume estimated for post disaster debris that could be assigned to that Contractor.

Metro Nashville-Davidson County's intent is to use as many as two (2) Contractors to complete the removal of debris within ninety (90) calendar days and to complete all disposal and recycling operations within one hundred and eighty (180) calendar days. This assumes that the entire Metro Nashville area will be accessible within that period. Some areas might not be accessible for several days after a major natural disaster. The Contractor must be aware that it might not be possible to initiate operations in all parts of the area simultaneously immediately after a storm.

Recycling of debris by the Contractor is encouraged and will be coordinated with the Department of Public Works. Recycling efforts will also be carried out under the current recycling programs existing at most landfills. The strength or weakness of the various landfills' recycling programs will be a factor in choosing disposal locations.

3. Debris Management

Planning for debris management operations is a function of the Department of Public Works and the Mayor's Office of Emergency Management (OEM). The Public Works Debris Manager, in coordination with OEM, will direct the debris removal and disposal operations from the Debris Management Center.

In addition to using Metro's forces and equipment, Metro intends to execute two (but reserves the right to execute more or less than) debris removal and disposal contracts on a contingency basis for the purpose of having Contractor(s) immediately available and committed to assisting Metro in the aftermath of a major disaster. Each Contractor holding a debris removal and disposal contract will serve as a General Contractor for the purpose of debris removal and disposal operations, and will be able to use his/her own and subcontractor resources to meet the obligations of the contract. It is anticipated that the Contractor will use both local and non-local subcontractors.

When a major disaster occurs or is imminent, the Public Works Debris Manager will contact the firm(s) holding Debris Removal and Disposal Contracts to advise them of Metro Nashville Government's intent to activate the contracts. Debris removal will generally be limited to debris in, upon or brought to public streets and roads, right of ways, municipal properties and facilities and other public sites. The Contractor will be responsible for determining the method and manner of debris removal and lawful disposal operations, consistent with this Scope of Work. Disposal of debris will be at Metro's approved landfill sites. The Contractor will be responsible for the lawful disposal of all debris and debris-reduction by-products generated at all TDSR sites. The term temporary debris management site is frequently used in the business of debris management. For purposes of this contract the terms TDSR site and temporary debris management site are considered to be synonymous.

When a major disaster occurs or is imminent, the Debris Manager will alert the selected Contractor(s). This Alert will serve to activate the lines of communication between the Contractor representatives and Metro Nashville and may require the Contractor to send an Operations Manager to the Debris Management Center within 24 hours to begin planning for operations and mobilization. Subsequently, the Debris Manager will issue the first Task Order, which will authorize the Contractor to begin mobilizing the personnel and equipment as necessary to perform the stipulated work. This first Task Order will also direct the Contractor to execute the required Performance and Payment Bonds. The Contractor should anticipate receiving this first Task Order from Metro within the first 24 hours following an F4 tornado occurrence or other disaster. Additional tasks orders will be issued for the debris removal, reduction and disposal, within the boundaries of Metro Nashville-Davidson County. Contractor invoices for services performed under the first and subsequent Task Orders, should be presented for payment to Metro Public Works Department.

The general concept of debris removal operations includes multiple, scheduled passes of each site, location or right-of-way. This will allow residents to return to their properties and bring debris to the right-of-way as recovery progresses. The Debris Manager will prescribe the specific schedule to be used after ascertaining the scope and nature of the disaster's impacts. The Contractor can assume the scope and schedule for debris removal, as prescribed by the Debris Manager will be consistent with the description of critical facilities and route clearing priorities based on an assessment of the disaster.

TDSR sites will be identified for the temporary staging and reduction of vegetative and woody debris only. The Debris Manager will identify additional TDSR sites as needed.

The Contractor will operate the TDSR sites and only the Contractor's vehicles and others specifically authorized by the Debris Manager will be

allowed to use the sites. The locations of publicly owned sites currently identified in the Metro Debris Management Plan. Additional sites may become available as plans develop.

The Debris Manager may also establish designated homeowner drop-off sites. The Contractor will be responsible for removing all debris from those sites daily.

Curbside segregation of debris and disaster-generated or related wastes will be an element Metro Nashville's disaster recovery program. The debris removal and disposal Contractor will be required to aid in the segregation and waste stream management processes. Waste and debris from tornados and other major storm events, will be classified into the following six (6) categories with responsibility as shown:

- A) Household trash and putrefied garbage—continued responsibility of the Department of Public Works and associated Contractor(s).
- B) Leaves and lawn litter, placed in clear plastic bags, placed by curb or shoulder of road. Contractor will decide, with concurrence by the Debris Manager, whether plastic bags are to be co-mingled with the loose vegetative debris or are to be collected separately to facilitate recycling.
- C) Vegetative and clean, woody debris, suitable for chipping, grinding or burning, loosely stacked, place by curb or road should. This includes logs, stumps, root balls, limbs, branches and complete trees that may be removed and placed by the curb or road shoulder for collection. Any reduction of size of woody debris to make suitable for chipping, grinding or burning is part of the Contractor(s)' responsibility for removal and disposal.
- D) Construction and demolition (C&D) debris, furniture, furnishings, appliances, etc. suitable for being landfilled or recycled, stacked by curb or shoulder is part of the Contractor's responsibility for removal and disposal.
- E) Household Hazardous Waste (HHW) separated form all other types of waste and debris, placed at curb or road should shall be the Department of Public Works responsibility for removal.

<p>The above categories of responsibility include the opportunity for ownership, pending negotiations, and upon collection and removal this debris may be available for recycling and sale by the responsible Contractor.</p>
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Citizens will be advised to separate all waste and debris, to the extent practicable, into the above categories. Failure by the citizens to perform this separation does not relieve the Contractor of his/her's curbside separation responsibilities, to the extent practicable.

Any Household Hazardous Waste (HHW) encountered by the debris removal Contractor is to be set aside. HHW disposal will be the responsibility of the Department of Public Works. The Debris

Manager will designate HHW drop-off locations for use by residents. The following items are considered HHW for the purpose of this contract:

- Cleaning Products
- Batteries
- Workshop/Painting Supplies
- Aerosol spray cans
- Indoor Pesticides
- Lawn and Garden Products
- Automotive Products
- Fluorescent light bulbs
- Propane tanks and other compressed gas cylinders
- Flammable Products
- Home/Office Electronics—computers, TVs, monitors, lithium and cadmium batteries

The Contractor will set up a lined containment area and separate any HHW inadvertently delivered to a TDSR site.

Commercial and industrial hazardous waste such as chemicals, gas containers, transformers and any other form of hazardous or toxic matter will be set aside for collection and disposal by a Hazardous Materials Removal and Disposal Contractor who will be selected by the Department of Public Works.

The Responsibility for management of debris created by other man made and natural disasters will be the same as for tornados, however, the quantities and mixture of debris categories could be substantially changed.

The scope of work for this RFP is divided into three (3) parts:

- Part 1. Debris Removal and Disposal Operations
- Part 2. TDSR site Operations
- Part 3. Debris clearance for access from right-of-ways and public property.

Specific work authorizations by the Debris Manager will be through written Task Orders. Task Orders will define the job to be accomplished, location of job, time frame for completion, rates to be used, etc. Other disaster response and recovery work may be added, and any requirements or rates not covered by this Proposal will be negotiated. Metro reserves the right to extend operations on a weekly basis.

The Contractor shall commence mobilization immediately upon receipt of the mobilization Task Order, meeting the following progress patterns: 36 hours—25%, 72 hours—50%, 96 hours—75% and 120

hours—100% unless otherwise negotiated. This represents a minimum response schedule and does not restrict an earlier response. Subsequently, the Debris Manager may issue additional Task Orders to define more precisely the work to be accomplished or to authorize additional work. Each Task Order will be uniquely and sequentially numbered.

The Contractor must be duly licensed to perform the work in accordance with the State of Tennessee and Metro Nashville Code requirements. The Contractor shall obtain all permits necessary to complete the work. The Contractor shall be responsible for determining what additional permits are necessary to perform under the contract, but at the minimum must hold a business license and Contractor's license where services are performed. Copies of all permits shall be submitted to the Debris Manager as soon as available.

The quantity of work required to complete this contract is estimated. The actual effort required may be more or less than the estimated amount shown in the Price Proposal Form. Payment will be made at the unit rates proposed by the Contractor. The output will be verified by the Debris Manager in the daily operational report. Should hourly rates be used to pay for certain equipment, then preventative maintenance not in excess of fifteen (15) minutes in a normal workday will be paid at the regular hourly rate. Preventative maintenance or down time resulting from equipment failure, routine maintenance and fueling that exceeds fifteen (15) minutes will be considered unacceptable work and non-payment of that time will be rounded off to the half hour of all hours where delays occur. Preventative maintenance is defined as the usual field maintenance to keep equipment in operating condition without the use of extensive shop equipment. Fueling of equipment will be considered as part of preventative maintenance.

The Contractor shall be responsible for correcting any notices of violations issued as a result of the Contractor's or any subcontractor's actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost to Metro.

The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of federal, state or local governments or agencies, or of any public utilities or other private contractor.

<p>The Contractor shall ensure that wherever non-English speaking crews are utilized, at least one crew supervisor must be fluent in English.</p>
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4. Debris Removal and Disposal Operations

The **purpose of Part 1** of this scope of work is to define the requirements for debris removal in Metro Nashville-Davidson County.

The Contractor shall provide equipment, operators and laborers for debris removal operations. The Contractor shall provide all labor and materials necessary to fully operate and maintain (including fuel, oil, grease and repairs) all equipment under this contract.

All rates are to fully costed, inclusive of protective clothing (to include hardhats and steel-toed boots), fringe benefits, hand tools, supervision, transportation, traffic control and any other costs.

The work shall consist of clearing and removing disaster generated debris and directed by the Debris Manager. During the course of this contract, and once operations have commenced, the Contractor shall not relocate any equipment or labor assets, including subcontractors, from one debris zone to another without giving notice of intended relocation to the Debris Manager.

All trucks and trailers must be suitable for equipment loading. The Debris Manager desires the Contractor maximize the use of self loading trucks equipped with grapples or loaders with grapple attachments to reduce potential collateral damage and to expedite the cleanup operation. *Hand loading of trucks or trailers must be approved in writing by the Debris Manager before being put into operation.* Trucks that do not comply with these conditions may be approved for use, depending upon needs, but a deduction will be made to the measured maximum volume to account for reduced compaction capability and inefficiency of operation. Monitors located at temporary or final debris disposal sites will reduce the observed capacity of each *hand-loaded trailer or truck* load by 50% because of the low compaction achieved by hand loading. For example, if a 40 cubic-yard (CY) hand-loaded truck or trailer arrives at the debris management or disposal site, and it appears to be 100 percent full, the actual quantity of debris in the trailer will be recorded as: 20 CY { $(40 \text{ CY}/2) * 100\%$ }. In the same manner, if the truck or trailer appears half full, the load will be recorded as: 10 CY { $(40 \text{ CY}/2) * 50\%$ }. The maximum amount recorded for a hand-loaded vehicle will be 50% of its measured capacity.

The Contractor shall submit to the Debris Manager certifications indicating the type of vehicle, make and model, license plate number, equipment number and measured maximum volume, in cubic yards, of the load bed of each piece of equipment utilized to haul debris. The measured volume of each piece of equipment shall be calculated from actual internal physical measurement performed by the

Contractor and a Metro representative. Maximum volumes may be rounded to the nearest cubic yard. The reported measured maximum volume of any load bed shall be the same as shown on the signs fixed to each piece of equipment. Metro reserves the right to re-measure trucks at any time to verify reported capacity.

All trucks and trailers utilized in hauling debris shall be equipped with a tailgate that will permit the vehicle to be loaded to capacity and effectively contain the debris on the vehicle while hauling.

Sideboards, if installed, must be constructed of 2" x 6" boards or greater and may not extend more than 2 feet above the metal bedsides. Once installed all sideboard extensions must remain in place throughout the operation, or the vehicle must be re-measured and remarked. All extensions to the bed, and any exceptions to the above requirements, such as 3/4 " minimum plywood, must be approved in writing by the Debris Manager.

Trucks or equipment that are designed for use under this contract shall not be used for any other work. The Contractor shall not solicit work from private citizens or others to be performed in the designated zones during the period of this contract. Under no circumstance will the Contractor mix debris hauled for others with debris hauled under this contract.

5. Securing Debris

The Contractor shall be responsible for properly and adequately securing debris on each piece of equipment utilized to haul debris. Prior to leaving the loading site, the Contractor shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted during loading and secured during transport. Tarps or other coverings shall be provided by the Contractor to prevent reduction by-products and other materials from being blown from the bed during hauls to disposal landfills.

The overall maximum height of hauling equipment, including sideboards and debris, shall be no greater than 13 feet 6 inches, or as approved by the Debris Manager. The 13 feet 6 inch height restriction is intended to ensure that vertically protruding debris or equipment does not snag traffic signals, conductors and support wiring. The Contractor must also verify the clearance of bridges and overpasses on all routes to be used, however, any such structure, with clearance less than 13 feet 6 inches, should be placarded showing the reduced clearance. Maximum width of a truck should be no greater than 8 ft. 6 inches wide. The Contractor is not relieved of the responsibility for verifying clearance for all overhead structures and wires.

6. Equipment Signage

Prior to commencing operations, the Contractor shall affix to each piece of equipment, signs or markings indicating the Owner Operator's name and a unique equipment identification number. One sign shall be placed on each side of the equipment. For those trucks, trailers and other equipment intended to haul debris, the maximum volume, in cubic yards, of the load bed shall also be shown. Signs shall be maintained in an easily readable fashion for the duration of the work. Minimum letter size shall be three (3) inches in height.

7. Other Considerations

The Contractor shall assign and provide an Operations Manager (OM) to the Debris Management Center to serve as the principal liaison between the Debris Manager and the Contractor's forces. The assigned OM must be knowledgeable of all facts of the Contractor's operations and have authority in writing to commit the Contractor. The OM shall be on call 24 hours per day, seven days per week and shall have electronic linkage capability for transmitting and receiving relevant contractual information and make arrangement for on site accommodations. This linkage shall provide immediate contact via cell phone, Fax machine and have Internet capabilities. The OM will participate in daily meetings and disaster exercises, functioning as a source to provide essential element information. The OM will report to the Debris Manager.

In like manner, the Contractor's Operations Manager shall assign and provide an Operations Supervisor. These subordinate operations supervisors are responsible to the Contractor's Operations Manager and serve as the Contractor's day-to-day point of contact and representative with the Debris Manager.

The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area. At a minimum, one flag person should be posted at each approach to the work area.

The Contractor shall supervise and direct the work, using skilled labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, personnel, taxes and fees necessary to perform under the terms of this contract.

Payment for debris hauled will be based on the quantity of debris hauled in truck/trailer measured cubic yards and the distance hauled depending on where the debris is taken. Debris hauled to a TDSR site will require a validated load ticket. Drivers will be given load tickets at the loading site by a Metro Loading site monitor. The quantity of debris hauled will be estimated in cubic yards at the TDSR site by a Metro TDSR site (Disposal) monitor. The estimated quantity will be recorded on the load ticket. The Metro TDST site monitor will retain one copy of the load ticket and the driver will retain two

copies of the load ticket. Debris being hauled to a permanent landfill will be paid based on cubic yards and the distance hauled recorded on an approved load ticket. Payment will be made against the Contractor's invoice one site monitor and Contractor load tickets and/or scale tickets match. A sample debris load ticket is provided as an attachment to this RFP. The load ticket will include an original and four (4) copies.

The Metro TDSR site monitors and the disposal facility monitors will use their best judgment in estimating the quantity of debris in the trucks. For purposes of this contract the Metro monitors are the final authority. Trucks are assumed to be carrying 100% full loads, but deductions will be made for: consolidation during hauling, lightly packed loads with excessive air voids and voids caused by incomplete loading at the loading site.

8. TDSR Site Operations

The **purpose of Part 2** of this scope of work is to define the requirements for TDSR site Operations after any catastrophic disaster within Metro Nashville.

The scope of work for TDST site Operations consists of two phases:

Phase I. The first phase includes site setup/preparation and site closeout/restoration and shall be compensated on a time and materials basis in accordance with the hourly rates provided in the Price Proposal Form, Part B (see attachment). Site setup/preparation/closeout/restoration includes: clearing, stripping, hauling, fill placement, constructing/deconstructing processing pads, limerick or crushed concrete access roads, sodding and any other similar activity necessary to make the site usable for its intended purposes and to return the sit to its original condition. Do not include any materials in calculating the hourly rates in Price Proposal Form, Part B. Materials required for set/preparation and closeout/restoration shall be paid at cost or as negotiated during the issuance of the Task Order.

Additional guidance on the procedures for TDSR site setup, operation and close out are provided in the Metro Debris Management Plan.

- TDSR site Setup, Operation and Close Out Guidelines
- Burning and Grinding Operations
- Environmental Checklist for Air Curtain Pit Burners
- Land Application of Wood Ash
- Spontaneous Combustion in Mulch Piles
- Closure and Restoration of TDSR sites

Phase II consists of TDSR site operations and material processing and shall be compensated in accordance with the unit prices provided in the Price Proposal Form, Part A (see attachment).

The Contractor shall provide equipment, operators and laborers for TDSR site operations as specified by Task Order. Unit prices provided in the Price Proposal Form (including fuel, oil, grease, repairs, operator, mobilization,

demobilization, overhead, profit and insurance) all equipment under this contract.

For work performed on a Time and Materials basis, all hourly equipment rates shall include the cost of maintenance, fuel, repairs, overhead, profit, insurance and any other costs associated with the equipment including labor and operator unless costs identified separately in the Task Order.

All rates shall include the cost of protective clothing (to include hardhats and steel-toed boots), fringe benefits, hand tools, supervision, transportation and any other costs.

The work shall consist of managing the operations of a TDSR site and performing debris reduction by air curtain incineration and or grinding of storm generated debris as directed by the Debris Manager, and/or recycling of marketable material by the Contractor.

Metro plans to use only vegetative TDSR sites that will be devoted to the reduction of clean woody debris by either burning or grinding, if the disaster is related to a tornado or other major storm event.

Mixed debris and Construction & Demolition (C&D) debris will be hauled directly to a Metro identified temporary transfer point or authorized landfills as designated by the Debris Manager.

The establishment of C&D TDSR sites, to operate as transfer points, will be authorized if the situation involves other types of man-made or natural disasters with greater volumes of C&D debris.

Material coming into the Vegetative TDST sites will be measured and paid for by the in bound, truck measured, cubic yard according to the Price Proposal Form, Part A.

Locations of all TDSR sites will be provided by the Debris Manager and currently identified sites are listed in the Metro Debris Management Plan. The Debris Manager must approve site improvements before work begins and any costs, other than those in the Price Proposal Form, that might have been negotiated under a Task Order shall be documented for payment.

When performing a Task Order using Part B hourly prices the Contractor shall submit a report to the Debris Manager by 11:00 A.M. each business day, for the previous day's work for the term of the Task Order. Each report shall contain, at a minimum, the following information:

- Contractor's Name
- Contract Number
- Task Order Number
- Daily and cumulative hours for each piece of equipment, if appropriate

- Daily and cumulative hours for personnel, by position, if appropriate
- Volumes of debris handled
- Volume of debris recycled

Failure to provide audit quality information will subject Contractor to non-payment in each instance at the sole discretion of Metro.

The Contractor shall supervise and direct the work, using skilled labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, personnel, taxes and fees necessary to perform under the terms of this contract.

The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area.

Metro *will not* provide to the Contractor(s) potable water, sewage treatment, fuel, electricity, other utilities or other personnel, materials or equipment deemed necessary to operate the vegetative debris volume reduction or temporary C& D debris staging site(s).

The Contractor(s) shall provide utility clearances and sanitation facilities, if needed. The Contractor(s) shall protect existing infrastructure at the sites and repair any damage caused by his operations at no additional cost.

The Contractor(s) shall be responsible for installing site security measures and maintaining security for operations at the site.

The Contractor(s) shall manage the site to minimize the risk of fire.

The Contractor(s) shall be responsible for the closure of the TDSR site(s) within thirty (30) calendar days of receiving the last load of disaster-related debris. This closure shall include removal of site equipment, debris and all remnants from the processing/staging operation (such as temporary toilets, observation towers, security fence, etc.) and grading the site and restoring the site to pre-work conditions. The site will be restored in accordance with all local requirements. The Contractor(s) is responsible for the proper disposal of non-burnable and unprocessed debris and wood chips. Disposal of the hazardous waste debris and home/office electronic devices is not the responsibility of the Contractor(s) under this contract. The disposal of hazardous waste debris and home/office electronic devices is to be coordinated through the Debris Management Center. The Contractor(s) shall receive approval from the Debris Manager as to the final acceptance of a site closure. Final payment shall be released to the Contractor(s) upon acceptance of the site by the Debris Manager.

Phase 3—Debris Clearance (for access) from Right-of-Ways and Public Property

Metro provides debris management, including the clearance (moving debris from the middle of the road, etc.) of debris from right-of-ways and public property. Metro intends to perform debris clearance for access with their own forces or under existing contractual agreements and local firms. However, in a significant disaster, these resources may be insufficient to perform the clearance activities in a timely manner.

This debris clearance is to be considered a supplement service. It is anticipated that debris clearance activities would be conducted, if needed, on a time and material basis with a limit of seventy (70) hours using the rates in the Price Proposal Form, Part B.

9) TDSR Site Management Plan

Once the TDSR site is identified by the Debris Manager, the Contractor will provide a TDSR Site Management Plan.

Three (3) copies of the plan are required. The plan shall be drawn to a scale of 1 inch = 50 feet and address following functions:

- Site Access and Preparation—clearing, erosion and grading
- Traffic control problems
- Safety
- Segregation of debris
- Location of ash disposal area, hazardous material containment area and inspection tower
- Location of incineration operations and grinding operations (if required). Burning operations require a 200-foot clearance from the stockpile and 500-foot clearance from structures, roadways or wooded areas.
- Location of existing structures or sensitive areas requiring protection.

10) Inspection Tower

The Contractor shall construct an inspection tower at each TDSR site. The floor elevation of the tower shall be 10 feet above the existing ground elevation. The floor area shall be a minimum of 8 ft. x 8 ft., constructed of 2 inches x 8 inches joist, 16 inch O.C. with $\frac{3}{4}$ inch plywood supported by a minimum of four six inch x 6 inch posts. A four foot high wall constructed of 2 inch x 4 inch studs and $\frac{1}{2}$ inch plywood shall protect the perimeter of the floor area. The floor area shall be covered with a roof. The roof shall provide a minimum of 6 feet 6 inches of headroom below the support beams. Steps with a handrail shall provide access to the tower. Tower will be anchored to the ground to prevent blow-over. Construction alternatives may be authorized by the Debris Manager but will, at a minimum, provide the same dimensions and safety considerations.

The TDSR site, including the inspection tower, will be periodically inspected for compliance with FEMA and OSHA safety criteria.

11) Household Hazardous Waster Containment Area

The Contractor shall construct a hazardous material containment area at each TDSR site. This area shall be 30 feet x 30 feet. The perimeter shall be lined with hay bales and stake in place. The area shall be lined with a heavy gage plastic to provide a waterproof barrier. A six-inch layer of sand will be added as an absorbent and to protect plastic from puncture or tear. Additional plastic sufficient to cover the area is required to prevent rain from entering the containment area. Site run-off must be redirected from the containment area by site grading.

12) Private Property Access

The Contractor is not authorized to perform work on private property and shall not seek or accept requests from private property owners to perform debris clearing or removal activities. Under certain circumstances it may benefit all parties to the contract to obtain access to private property, or permission to cross private property, for the purpose of clearing and removing debris from public property or right-of-ways. For such situations a Right of Entry Agreement will be provided by the Debris Manager. If circumstance make removal of debris from private property necessary or beneficial to Metro, a change to the scope of work will be negotiated.

13) Recycling Program

Metro will consider the recycling programs that are in use at the available landfills, in the process of assigning the Contractors to use specific disposal locations. Recycling of construction and demolition (C&D) debris, through material salvage and recycling of clean, woody debris by mulching and composting is within the Public Works Solid Waste mission and will be pursued to the extent practicable.

Recycling of debris removed by the Contractor is encouraged. The Contractor may be able to assume ownership of the debris upon collection and removal from right of ways or public property. Debris ownership will be the subject of negotiation with Metro. Ownership of the debris may be transferred to the Contractor in whole or in part, and in either case, the following conditions will apply:

- The TDSR sites may be available for use by the Contractor in the recycling efforts. However, the availability and environmental permitting will not be extended for TDSR sites beyond that required for normal debris reduction and disposal activities.
- The sale of marketable timber, chips, mulch and other recyclable materials is authorized.
- The share of the profits to be retained by the Contractor will be determined by the above negotiations.

- Appropriate reductions to the Part A Quantities for TDSR site operations and for disposal site hauling will be negotiated with Metro for all services not performed.
- The overall cost to Metro will not be increased as a result of the Contractor's recycling program and some decrease is anticipated and will be the subject of negotiations.

14) Debris Collection Efficiency/Cleanliness

The Contractor is responsible for collecting and removing from public right of ways and public property, all debris that exceeds in size, weight, volume or shape that which can reasonably be collected by the average homeowner using a rake, broom, shovel and plastic bags. Homeowners are responsible for collecting the small residual quantities of leaves, dirt, sawdust, twigs and similar small items of debris that can be readily put into plastic bags. Except for the above, the Contractor will collect and remove all debris existing on a street during each pass and not leave any debris for subsequent passes. This does not preclude the Contractor from using separate vehicles and crews to:

- Separate plastic bags from other vegetative debris;
- Collecting C&D debris;
- Collecting recyclable timber;
- Or from hauling stumps with rootballs.

The Contractor will organize his equipment and crews so that all types of debris are collected within any one pass.

15) Damages to Public or Private Property

The Contractor shall be responsible for any damage to private or public property that results from his debris collection and removal activities. Disagreements will be settled through negotiations. Repair of damaged areas will be performed immediately. The effected area or item will be restored to equal or better than its original condition. The Contractor shall supply the Debris Manager with semi-weekly lists showing all damage claims that have been settled and all claim issues that remain outstanding.

16) Debris Removal from Drainage Systems

The Contractor may be required to clear debris from various ditches, canals, streams, lakes, reservoirs, structures and other drainage system components. This clearing may require either hauling or disposal on site, as directed by the Debris Manager. Metro will develop a scope of work for each system component including: description of debris to be removed including sizes and numbers of trees, locations, photographs, access points and similar information. The Contractor will submit lump sum cost estimates for each location with unit pricing take from Part B of the Price Proposal form.

17) Tree and Limb Removal with Specialized Equipment

The Contractor may be required to remove hazardous hanging limbs and branches that have not completely fallen to the ground and hazardous leaning or damaged trees that are still standing. The determination of the existence of

a hazardous situation is the responsibility of the Debris Manager and direction to proceed and pricing will be handled in a similar manner as Debris Removal from Drainage Systems. The Debris Manager will provide a detailed description of the trees or limbs to be removed and the Contractor will provide a lump sum cost estimate based upon unit prices from Item 2.2 of Part A of the Price Proposal Form. Any deviation from these unit prices will be the subject of negotiations.

18) Removal of Hazardous Stumps

The Contractor may be required to remove *hazardous* stumps that have not been fully uprooted. The determination of the existence of a hazardous situation is the responsibility of the Debris Manager. Direction to proceed and pricing will be handled similar to Debris Removal from Drainage Systems and Tree & Limb Removal. The Debris Manager will provide a detailed description of the stumps to be removed and the Contractor will provide a lump sum cost estimate based upon the unit prices from Item 2.1 of Part A of the Price Proposal Form. Any deviation from these unit prices will be the subject of negotiations. The loading, hauling and dumping of these stumps, as well as of stumps and rootballs that are already uprooted (not requiring extensive digging or grinding) shall be paid under Items 1.1 through 1.4 as appropriate.

19) Additional Considerations

The Debris Manager shall have the right to terminate a contract or a part thereof before the work is completed in the event:

- A. Previous unknown circumstances arise making it desirable in the public interest to void the contract.
- B. The Contractor(s) is not adequately complying with the specification.
- C. Proper techniques are not being followed after warning notification by the Debris Management Center.
- D. The Contractor(s) refuses, neglects or fails to supply properly trained or skilled supervisory personnel or workers or proper equipment of the specified quality and quantity.
- E. The Contractor(s) in the judgment of the Debris Manager is unnecessarily or willfully delaying the performance and completion of work.
- F. The Contractor(s) refuses to proceed with work when and as directed by the Debris Management Center.
- G. The Contractor(s) abandons the work.
- H. The Contractor(s) employs subcontractor who are on the Federal debarred listing.

20) Performance Schedule

Immediately following Contract award, the apparent responsible bidder(s) will meet with the Debris Manager to discuss matters of judgment, safety, quality control, coordination, payment, record keeping and reporting.

At each vegetative debris reduction site, the Contractor(s) is required to grind a minimum of 200-250 cubic yards per hour per grinder with four (4) hours of down time for service per twenty-four (24) hours. The minimum required reduction/disposal rate shall be achieved no later than the third calendar day after receipt of Notice to Proceed. Liquidated damages shall be assessed at five hundred dollars (\$500.00) per calendar day for any day in which the minimum processing rate is not met, unless non-compliance is due to insufficient debris amounts being delivered to the site.

All work, including site restoration prior to close-out, shall be completed within thirty (30) calendar days after receiving notice from the Debris Management Center that the last load of debris has been delivered, unless the Debris Manager initiates additions or deletions to the contract by written Change Orders. Subsequent changes in completion time will be equitable negotiated by both parties pursuant to applicable state and federal law. Liquidated damages shall be assessed at one thousand dollars (\$1,000.00) per calendar day for any time over the maximum allowable time established above.

Unless directed other by the Debris Management Center, the Contractor(s) shall conduct volumetric reduction operations 24 hours per day, 7 days per week. Hauling of debris from right-of-ways and public property will be limited to day-light hours, 7 days per week.

21) Contractor(s) Petroleum, Oil, Lubricant (POL) Spills

The Contractor(s) shall be responsible for reporting to the Debris Management Center and cleaning up all petroleum, oil, lubricant (POL) spills caused by the Contractor(s)'s operations at no additional cost to Metro.

Immediate containment actions shall be taken as necessary to minimize effect of any spill or leak. Cleanup shall be in accordance with applicable Federal and local laws and regulations.

Spills other than on-the-site shall be reported to the National Response Center and the Debris Management Center immediately following discovery. A written follow-up shall be submitted to the Debris Management Center not later than seven (7) days after the initial report. The written report shall be in narrative form and as a minimum shall include the following:

- Description of the material spilled (including identity, quantity, etc.)
- Determination as to whether or not the amount spilled is EPA/State reportable and when and to whom it was reported.
- Exact time and location of spill, including description of the area involved.
- Receiving stream or waters.
- Cause of incident and equipment and personnel involved.
- Injuries or property damage.
- Duration of discharge.
- Containment procedures initiated.

- Summary of all communications the Contractor(s) has had with press or other officials.
- Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.
- Corrective actions taken to prevent reoccurrence of similar event.

D) Background

Currently this service is a subset of routine collection of brush within the incorporated limits of Metro and within the USD and GSD.

E) Inquiries

Direct questions related to this RFP to Angie McDonald, and submit such questions in writing. Include the RFP number, page, and paragraph number for each question.

If you mail the questions to the Division of Purchases, do not place the RFP number on the outside of the envelope containing questions, as it may be improperly identified as an envelope with a sealed proposal and may not be opened until after the official RFP due date.

Send all questions by fax or email to Angie McDonald at the Division of Purchases, by fax at (615) 862-6179 or via email at angie.mcdonald@nashville.gov. Offerors must clearly understand that the only official answer or position of the government will be the one stated in writing.

F) Method of Source Selection

Metro is using the Competitive Sealed Proposals method of source selection, as authorized by Section 4.12.040 of the Metropolitan Procurement Code, for this procurement.

Award(s), if made, will be made to the **Responsive** and **Responsible** Offeror(s) whose proposal is most advantageous to Metro, taking into consideration price and the other factors set forth in this Request for Proposal (RFP). Metro will not use any other factors or criteria in the evaluation of proposals received.

Metro may, as it deems necessary, conduct discussions with **Responsive** and **Responsible** Offeror(s) determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

G) Pre-Proposal Conference

A Pre-Proposal Conference will be held on **May 14, 2010** at **10:00 A.M.** in Metro's **Bill Whitson's Conference Room in Lindsley Hall** on the first floor,

at **730 2nd Avenue, South, Nashville, TN 37210**. Metro urges all prospective offerors to attend.

H) Minimum (general) criteria Metro will use to determine if the proposal is “Responsive”

- Does the proposal submitted conform in all material respects to the solicitation?
- Specifically, were minority-owned and/or woman-owned business enterprises (MWBE) considered and contacted in a timely manner for this contract proposal (Good Faith Effort)?
- Is there sufficient documentation provided with the proposal to demonstrate that a Good Faith Effort was made?

I) Minimum (general) criteria Metro will use to determine if the proposal is “Responsible”

- Does the Offeror demonstrate an understanding of Metro’s needs and proposed approach to the project?
- Does the Offeror possess the ability, capacity, skill, and financial resources to provide the service?
- Can the respondent take upon itself the responsibilities set forth in the RFP (and resultant contract) and produce the required outcomes timely?
- Does the Offeror have the character, integrity, reputation, judgment, experience, and efficiency required by the contract?
- Has the Offeror performed satisfactorily in previous contracts of similar size and scope; or, if the prime contractor has not performed a contract of similar size and scope, has it (and/or its team members) otherwise demonstrated its capability to perform the contract Metro seeks to establish through this RFP?
- Does the Offeror propose to perform the work at a fair and reasonable cost?

J) Projected Timetable

The following projected timetable should be used as a working guide for planning purposes. Metro reserves the right to adjust this timetable as required during the course of the RFP process.

<u>Event</u>	<u>Date</u>
RFP Issued	April 30, 2010
Deadline for submittal of questions	May 13, 2010
Pre-Proposal Conference	May 14, 2010
Amendment Issued for Pre-Proposal Conference	May 18, 2010
Proposals Due	May 21, 2010
Procurement Nondiscrimination Program Review	ASAP
Evaluation of Criteria Begins	ASAP

Complete Evaluation of Proposals (Short List)	ASAP
Complete Contract Negotiations/Execute Contract	ASAP

2) Constraints on the Contractor

Successful offeror(s) will be required to provide a Performance Bond upon notification of award. Form attached.

3) Contractor Personnel Requirements

TDSR Site Foreman

The TDSR site foreman, provided by the Contractor, is responsible for management of all operations of the site to include, traffic control, dumping operations, segregation of debris, burning, grinding and safety. The TDSR site foreman will coordinate directly with the Metro Nashville site monitor.

The TDSR site foreman will be responsible for documenting equipment and labor time, quantities of debris received, processed materials hauled away and providing the daily operational report to the Contractor's Operations Manager, for further delivery to the Debris Manager.

TDSR Site Night Foreman

The TDSR site night foreman, provided by the Contractor, is responsible for managing all night operations approved by the Debris Manager that will be limited primarily to burning. Coordination with the Metro site monitor is required.

The TDSR site night foreman will be responsible for documenting equipment and labor time, quantities of materials processed and providing the daily operational report to the Contractor's Operations Manager, for further delivery to the Debris Manager.

4) Metro Departmental Responsibilities

Metro Nashville will assign the Department of Public Works Director as Debris Manager (DM) and will establish and staff a Debris Management Center (DCM), which will provide overall coordination between the Metropolitan Government and the Contractor(s). The DMC and DM, will be the primary point of contact for the Contractor and will resolve contract administration issues and disputes between jurisdictions using this contract.

5) Metro's Right to Inspect

Metro shall have the right to inspect any facility or project site where the services performed under the resultant contract are performed.

6) Terms and Conditions of Contract for Services

A contract resulting from this RFP shall be subject to the terms and conditions set forth in the attached Contract for Services.

7) Procurement Nondiscrimination Program Requirements

A) The consideration and contact of minority-owned and/or woman-owned business enterprises (MWBE) with a significant presence in the Nashville MSA is required for a *Responsive* offer

Metro's Business Assistance Office (BAO) will provide a listing of known Metro registered and certified MWBE firms. You are encouraged to reach out and develop additional MWBE firms for inclusion in your offer but they must be registered online with Metro prior to the proposal time and date. Certification is required by the time of the proposal due date.

B) The provision of the following items as part of the proposal package is a minimum requirement for a responsive proposal

1. Covenant of Nondiscrimination

Your firm has committed to the Covenant of Nondiscrimination when registering with Metro to do business. To review this document, go to Nashville.gov and visit the Procurement or Business Assistance web pages (it is NOT necessary to resubmit this with each proposal).

2. Statement of Interested, Notified, Bid Amount, and Successful MWBEs Selected.

Each proposer must provide the enclosed form indicating that the proposer has delivered written notice to at least three (3) available MWBEs if use of MWBEs is reasonable and if BAO can provide at least three MWBEs for the applicable category. The interested, notified, successful and unsuccessful bid prices are one of the of several required responses on the form.

3. Letter of Intent to Perform as a Subcontractor/Joint Venture.

In the event that a proposer submits the use subcontractors, suppliers and/or joint ventures, a letter of intent signed by both the subcontractor/supplier/joint venturer must be submitted to Procurement by the end of the second business day following issuance of the intent to award letter.

4. Registration and Certification.

To be considered for the purpose of being Responsive, the subcontractor, supplier and/or joint venturer must be registered online with Metro by the proposal due date. Certification is required by the time of the proposal due date.

8) Assistance to Small Businesses as Subcontractors and Suppliers

A) Incentive for Small Business Participation

Metro provides an incentive to Proposers to maximize the usage of small businesses in the performance of the contract. In the evaluation of proposals, Metro rewards Proposers for committing to use small businesses as subcontractors by considering the minimum percentage of total contract dollars of committed small business subcontractor

participation. In addition, if the Proposer is a small business, Metro rewards the Proposer for the amount of work it commits to self perform.

A total of 10 points will be assigned to the proposer with the largest percentage of small business participation (having met the minimum requirement level) and points will be prorated to rest based on their respective participation levels. The minimum requirement level is no more than 1 point granted for each 1% of total contract value for small business utilized (maximum of 10 points).

However, if the largest proposer of small businesses proposes participation at 20% of the total contract value, they would receive 10 points and the one proposing participation at 10% of the total contract value would receive only 5 points.

B) Assistance in Locating Small Businesses

Proposers who desire assistance in locating potential small business subcontractors and suppliers are encouraged to contact Deborah Robinson, Metro's Office of Business Assistance at (615) 862-5292 or via e-mail at Deborah.robinson@nashville.gov.

C) Definition of Small Business

A "small business" means a United States business which is independently owned and operated and which is not dominant in its field of operation or an affiliate or subsidiary of a business dominant in its field. In addition, in order to qualify as a small business for purposes of this RFP, a business must meet the standards set forth in Metro's Small Business Standards included as an Exhibit to this RFP.

D) Documentation Requirements

Proposer must complete the *List of Proposed Small Businesses* Exhibit to this RFP and submit the Exhibit with the Proposal to make a commitment to use subcontractors that claim small business status. Changes to the list of proposed small businesses must be submitted in writing and approved in advance by Metro. Proposer must confirm that any small businesses to be included in its proposal meet the small business standards set forth by Metro. Proposer shall likewise notify its proposed small businesses that Metro requires 1) that the subcontractor be registered to do business with Metro, and 2) have been approved as a small business through the submission to Metro of documentation to confirm small business status including a copy of their two most recently submitted business tax returns as well as IRS form 941-Employer's Quarterly federal tax return. This information will be reviewed by Metro and used to confirm the small business status. Small business status must be approved by Metro **prior** to proposal submission. ***While Metro commits to having documents reviewed and status granted as quickly as possible after the receipt of the necessary documentation, to be safe, documents should be submitted no later than four days before the bid/proposal is due to allow time for status to be granted.***

E) Progress Payments to the Contractor

As a condition of progress payments to the contractor, Metro will require that Contractor submit evidence of participation of and Contractor's payment to all small businesses

participating in any resultant Contract. This evidence shall be submitted with each invoice and shall include copies of subcontracts, subcontractors' applications for payment, subcontractors' certified payrolls, and proof of payment to small business subcontractors; and purchase orders, Invoices, and proof of payment to small business suppliers.

F) Metro Remedies for Misrepresentation

If, during the course of the Contract, Contractor fails to maintain the level of small business participation committed to in the Contractor's Proposal, or if any material representation made in Contractor's proposal concerning the small business status of any Subcontractor or Contractor's involvement in the ownership, operation or management of any subcontractor claiming status as a small business is shown to be false. Metro may, at its sole option and in addition to any other remedies available under the Contract, at law or in equity, terminate the Contract. Further, in the event that Metro terminates the contract, the Contractor shall pay Metro's full procurement costs, including, without limitation, any costs associated with procurement delays. Metro will institute debarment proceedings against any Proposer that misrepresents in a proposal any material fact concerning the small business status of itself or any subcontractor or Proposer's involvement in the ownership, operation or management of any subcontractor claiming status as a small business. In addition, Metro may, at its sole discretion, assess a charge representing the cost of all audit and legal time and expense incurred by Metro as a result of the Contractor's failure to maintain the level of small business participation committed to in the Contractor's proposal.

9) Instructions for Proposal

A) Compliance with the RFP

Proposals must be in strict compliance with this Request for Proposals. Failure to comply with all provisions of the RFP may result in disqualification.

B) Acknowledgment of Insurance Requirements

By signing its proposal, Offeror acknowledges that it has read and understands the insurance requirements for the proposal. Offeror also understands that the evidence of required insurance must be submitted within fifteen (15) working days following notification of its offer being accepted; otherwise, Metro may rescind its acceptance of the Offeror's proposal. The insurance requirements are attached.

C) Delivery of Proposals

All proposals are to be delivered before **May 21, 2010 at 3:00 p.m.**, Nashville local time on to:

Drop-off or shipping via UPS or FedEx use the following address:

Metropolitan Government of Nashville and Davidson County
Division of Purchases

Angie McDonald, Contract Specialist
Lindsley Hall, Suite 112
730 2nd Avenue South
Nashville, TN 37210

USPS mailing address:

Metro Finance Dept.-Procurement Div.
Angie McDonald, Contract Specialist
P.O. Box 196300
Nashville, TN 37219-6300

Metro will not accept any proposals received after 3:00 P.M. and shall return such late proposals to the Offeror.

Proposers must **submit one (1) (Original)**, and **four (4) exact duplicate, numbered copies** of the proposal response and **one (1)** electronic copy of the complete proposal response including any attachments, on a WINDOWS PC compatible CD.

Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of the Proposers will be read aloud.

List the Proposal Number on the outside of the box or envelope and note "Request for Proposal enclosed."

D) Evaluation of Proposals (Procedure)

Metro will first examine proposals to eliminate those, which are clearly non-responsive to the stated requirements. Therefore, Offerors should exercise particular care in reviewing the Proposal Format required for this RFP.

The evaluation committee shall then score all proposals based upon the evaluation factors detailed herein. Upon completion of the scoring, the committee may recommend short listing the proposals that are potentially acceptable and acceptable.

The detailed evaluation that follows the initial examination may result in more than one finalist. At this point, Metro may request presentations by Offerors, carry out contract negotiations for the purpose of obtaining best and final offers, and conduct detailed reference checks on the short listed proposers.

Metro reserves the right to contact any and all references to obtain, without limitation, information regarding the Offeror's performance on previous projects. A uniform sample of references will be checked for each short-listed offeror.

The Metro Purchasing Department reserves the right to withdraw this RFP at any time and for any reason and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.

Receipt of a proposal by the Metro Purchasing Department or a submission of a proposal to the Metro Purchasing Department offers no rights upon the Offeror nor obligates the Metropolitan Government of Nashville-Davidson County in any manner.

The Purchasing Agent reserves the right to waive minor irregularities in proposals, provided that such action is in the best interest of Metro. Any such waiver shall not modify any remaining RFP requirements or excuse the Offeror from full compliance with the RFP specifications and other contract requirements if the Offeror is awarded the Contract.

E) Ambiguity, Conflict, or Other Errors in the RFP

If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposal, it shall immediately notify the Department of Purchasing such error in writing and request modification or clarification of the document. The Department of Purchasing will make modifications by issuing a written revision and will give written notice to all parties who have received this RFP from the Metro Purchasing Department.

The Proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposals prior to submitting the proposal or it shall be waived.

F) Proposals and Presentation Costs

Metro will not be liable in any way for any costs incurred by any Offeror in the preparation of its proposal in response to this RFP, nor for the presentation of its proposal and/or participation in any discussions or negotiations.

G) Rejection of Proposals

The Purchasing Agent reserves the right to accept or reject in whole or in part any or all proposals submitted. The Purchasing Agent shall reject the proposal of any Offeror that is determined to be non-responsive. The unreasonable failure of an Offeror to promptly supply information in connection with respect to responsibility may be grounds for a determination of non-responsibility.

H) Acceptance of Proposals

The Purchasing Agent shall accept all proposals that are submitted properly. However, the Purchasing Agent reserves the right to request clarifications or corrections to proposals.

I) Requests for Clarification of Proposals

Requests by the Purchasing Agent for clarification of proposals shall be in writing. Said requests shall not alter the vendor's pricing information contained in its cost proposal.

J) Validity of Proposals

All proposals shall be valid for a period of ninety (90) days from the opening date of the Request for Proposal.

K) Response Format

The items listed below shall be submitted with each proposal and should be submitted in the order shown. Each section should be clearly labeled, with pages numbered and separated by tabs. Failure by an offeror to include all listed items may result in the rejection of its proposal.

- **Tab I, Management Summary**

Provide a cover letter indicating the underlying philosophy of your firm in providing the service.

In order to complete the evaluation process faster, list the name, address, phone number, fax number, and email address of the person capable of answering any questions that may arise during the evaluation process. **(Please Print or Type)**

Company Name: _____

Attention: _____

Address: _____

City/ST/Zip: _____

Phone: _____

Fax: _____

Email: _____

- **Tab II, Business Plan**

Describe in detail how the services will be provided.

- **Tab III, Compensation and Cost Data**

See attached Price Proposal Form to be completed

- **Tab IV, Corporate Experience and Capacity**

Provide information, which documents your firm's and subcontractors' qualifications to produce the required outcomes, including its ability, capacity, skill, financial strength and number of years of experience in providing the required services.

- **Tab V, Key Personnel**

Resumes of the people that will be associated with this contract on a day to day basis.

- **Tab VI, Customer Listing**

Provide a listing of all previous customers during the past three years for all work of similar size and scope. The services provided to these clients shall have characteristics as similar as possible to those requested in this RFP. Information provided for each client shall include the following:

- a) Client name, address, and current telephone number
- b) Description of services provided
- c) Time period of the project or contract
- d) Client's contact reference name and current telephone number

Failure to provide complete and accurate client information, as specified here, may result in the disqualification of your proposal, or cancellation of the contract and your suspension or debarment from further business with Metro.

- **Tab VII, Acceptance of Conditions**

Indicate any exceptions to the general terms and conditions of the RFP and to insurance requirements and any other requirements listed in the RFP.

- **Tab VIII, Small Business Participation Documents**

The *List of Proposed Small Businesses* must be completed and signed by a company officer empowered to bind the Proposer to the provisions in this RFP and any contract awarded pursuant to the PRP. The Proposer must submit a *List of Proposed Small Businesses* OR a statement that no Small Businesses are proposed.

L) Proposal Evaluation Panel and Evaluation Factors

A panel appointed by the Metropolitan Government Purchasing Agent will evaluate proposals. Other agencies and consultants of the Government also may examine documents.

The factors to be considered in the evaluation of proposals are listed below. While the Government believes all these items to be of importance, they are ranked in descending order of importance.

1. 30 points Cost
2. 30 points References, qualifications & experience
3. 15 points Feasibility of Business Plan
4. 15 points Financial Strength
5. 10 points Small Business participation

Attachments:

*Contract for Services,

*Insurance Requirements,

*Affidavits

* SMALL BUSINESS STANDARDS

* LIST OF PROPOSED SMALL BUSINESSES

* **GOOD FAITH EFFORTS FORM**

* **STATEMENTS OF INTERESTED, NOTIFIED AND SUCCESSFUL SUBCONTRACTORS**

* **LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR/JOINT VENTURE**

Notice: The Good Faith Efforts For and Statements of Interested, Notified and Successful Subcontractors Forms must be completed and returned with the proposal response. Failure to complete and return these forms may be grounds for determination of a non-responsive proposal.

Attachment A



**CONTRACT BETWEEN
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
AND
FOR PURCHASE OF SERVICES**

This contract is initiated by and between **THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY** ("METRO") and ("CONTRACTOR"). This contract consists of the following documents:

- ***This Contract Document,***
- ***Solicitation, Numbered*** ,
- ***CONTRACTOR's Response, and***
- ***Exhibits:***
 - ***Exhibit A, Pricing,***
 - ***Exhibit B, Escalation/De-escalation (if allowed),***
 - ***Exhibit C, ACH Form for Electronic Payment***
 - ***Exhibit D, Affidavits***
 - ***Exhibit E, Contractor Supplied Insurance Forms,***
 -

In the event of conflicting provisions, all documents shall be construed according to the following priorities:

- ***Any Properly Executed Contract Amendment (most recent with first priority),***
- ***This Document and All Exhibits,***
- ***Solicitation, Numbered*** , and
- ***CONTRACTOR's Response***

The parties hereby agree to the following terms and conditions:

- I. Duties and Responsibilities of CONTRACTOR.*** CONTRACTOR agrees to provide and METRO agrees to purchase the following services:
 - .
- II. Reserved.***

III. Term.

- A. The term of this contract will begin on the date this contract is signed by all required parties and filed in the office of the Metropolitan Clerk. METRO contemplates that the contract term will begin on or about _____ (beginning date). The initial contract term will end _____ months from the beginning date.
- B. This contract may be extended by contract amendment. The option to extend shall be exercised by and in the discretion of the Purchasing Agent. In no event shall the term of this contract, including extensions, exceed sixty (60) months from the date of filing with the Metropolitan Clerk's Office.

IV. Compensation. This contract has an estimated value of _____ over the life of the contract. The pricing details are demonstrated in **Exhibit A**. CONTRACTOR shall be paid as work is completed and METRO is accordingly invoiced based on the following schedule: (check if applicable)

- A. ☐ single payment following completion of contract,
- B. ☐ monthly as work is completed and approved by METRO,
- C. ☐ quarterly as work is completed and approved by METRO,
- D. ☐ as milestones are completed and approved by METRO,
- E. ☐ other (explain) _____

There will be no other charges or fees for the performance of this contract. METRO will make reasonable efforts to make payments within 30 days of receipt of invoice but in any event shall make payment within 60 days. METRO will make reasonable efforts to make payments to Small Businesses within 15 days of receipt of invoice but in any event shall make payment within 60 days.

V. Escalation/De-escalation. This contractor is eligible for annual escalation/de-escalation adjustments. If the contract is eligible, the request for adjustment must be submitted to the Purchasing Agent no less than sixty (60) days prior to the **annual anniversary** of the contract signing by the contractor. Any such adjustment shall become effective on the anniversary of the filing of the contract with the Metro Clerk's office. The amount of escalation is subject to the process identified in **Exhibit B**.

VI. Electronic Payment. Metro requires as a condition of this contract that the Contractor shall complete and sign Metro's form authorizing electronic payments to the Contractor. **Exhibit C**.

VII. Taxes. METRO shall not be responsible for any taxes that are imposed on CONTRACTOR. Furthermore, CONTRACTOR understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to METRO.

VIII. Reserved.

IX. Reserved.

X. Reserved.

XI. Copyright, Trademark, Service Mark, or Patent Infringement.

- A. CONTRACTOR shall, at its own expense, be entitled to and shall have the duty to defend any suit which may be brought against METRO to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. CONTRACTOR shall further indemnify and hold harmless METRO against any award of damages and costs made against METRO by a final judgment of a court of last resort in any such suit. METRO shall provide CONTRACTOR immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority to enable CONTRACTOR to do so. No costs or expenses shall be incurred for the account of CONTRACTOR without its written consent. METRO reserves the right to participate in the defense of any such action. CONTRACTOR shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement or compromise shall be binding upon METRO unless approved by the METRO Department of Law Settlement Committee and, where required, the METRO Council.
- B. If the products or services furnished under this contract are likely to, or do become, the subject of such a claim of infringement, then without diminishing CONTRACTOR's obligation to satisfy the final award, CONTRACTOR may at its option and expense:
1. Procure for METRO the right to continue using the products or services.
 2. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to METRO, so that they become non-infringing.
 3. Remove the products or discontinue the services and cancel any future charges pertaining thereto.
 4. Provided, however, that CONTRACTOR will not exercise option b.3. until CONTRACTOR and METRO have determined that options b.1. and b.2. are impractical.
- C. CONTRACTOR shall have no liability to METRO, however, if any such infringement or claim thereof is based upon or arises out of:

1. The use of the products or services in combination with apparatus or devices not supplied or else approved by CONTRACTOR.
2. The use of the products or services in a manner for which the products or services were neither designated nor contemplated.
3. The claimed infringement in which METRO has any direct or indirect interest by license or otherwise, separate from that granted herein.

XII. Termination

- A. *Breach.* Should CONTRACTOR fail to fulfill in a timely and proper manner its obligations under this contract or if it should violate any of the terms of this contract, METRO shall have the right to immediately terminate the contract. Such termination shall not relieve CONTRACTOR of any liability to METRO for damages sustained by virtue of any breach by CONTRACTOR.
- B. *Lack of Funding.* Should funding for this contract be discontinued, METRO shall have the right to terminate the contract immediately upon written notice to CONTRACTOR.
- C. *Notice by Metro.* METRO may terminate this contract at any time upon thirty (30) days written notice to CONTRACTOR.

XIII. Maintenance of Records. CONTRACTOR shall maintain documentation for all charges against METRO. The books, records, and documents of CONTRACTOR, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by METRO or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles.

XIV. Monitoring. The CONTRACTOR's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by METRO, the Department of Finance, the Division of Internal Audit, or their duly appointed representatives.

XV. METRO Property. Any METRO property, including but not limited to books, records and equipment that is in CONTRACTOR's possession shall be maintained by CONTRACTOR in good condition and repair, and shall be returned to METRO by CONTRACTOR upon termination of the contract. All goods, documents, records, and other work product and property produced during the performance of this contract are deemed to be METRO property.

XVI. Modification of Contract. This contract may be modified only by written amendment executed by all parties and their signatories hereto. All change orders, where required, shall be executed in conformance with section 4.24.020 of the Metropolitan Code of Laws.

XVII. Partnership/Joint Venture. Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.

XVIII. Waiver. No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

XIX. Employment.

- A. CONTRACTOR shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.
- B. CONTRACTOR shall not knowingly employ, permit, dispatch, subcontract, or instruct any person who is an undocumented and/or unlawful worker to perform work in whole or part under the terms of this contract.
- C. Violation of either of these contract provisions may result in suspension or debarment if not resolved in a timely manner, not to exceed ninety (90) days, to the satisfaction of METRO.

XX. Procurement Nondiscrimination Program Requirements

- A. The consideration and contact of minority-owned and/or woman-owned business enterprises (MWBE) was required for a *Responsive* offer.
- B. The provision of the following items was a part of the proposal package. The forms for compliance with the Procurement Nondiscrimination Program are made a part of this contract by reference.
 - 1. *Covenant of Nondiscrimination*
Your firm has committed to the Covenant of Nondiscrimination when registering with Metro to do business. To review this document, go to Nashville.gov and visit the Procurement or Business Assistance web pages (it is NOT necessary to resubmit this with each proposal/contract).

2. *Statement of Interested, Notified, Bid Amount, and Successful MWBEs Selected.*

Each proposer must provide the enclosed form indicating that the proposer has delivered written notice to at least three (3) available MWBEs if use of MWBEs is reasonable and if BAO can provide at least three MWBEs for the applicable category. The interested, notified, successful and unsuccessful bid prices are one of the several required responses on the form.

3. *Letter of Intent to Perform as a Subcontractor/Joint Venture.*

In the event that a proposer submits the use subcontractors, suppliers and/or joint ventures, a letter of intent signed by both the subcontractor/supplier/joint venturer must be submitted to Procurement by the end of the second business day following issuance of the intent to award letter.

4. *Registration and Certification.*

To be considered for the purpose of being Responsive, the subcontractor, supplier and/or joint venturer must be registered online with Metro by the proposal due date. Certification is required by the filing date of the contract with the Metro Clerk's Office.

XXI. Compliance with Laws. CONTRACTOR agrees to comply with all applicable federal, state and local laws and regulations. **Exhibit D.**

XXII. Contingent Fees. CONTRACTOR hereby represents that CONTRACTOR has not been retained or retained any persons to solicit or secure a METRO contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under METRO contracts. **Exhibit D.**

XXIII. Nondiscrimination. It is the policy of the METRO not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, CONTRACTOR certifies and warrants it will comply with this policy. No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in METRO's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be

excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with METRO or in the employment practices of METRO's CONTRACTORS. Accordingly, all Proposers entering into contracts with METRO shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination. **Exhibit D.**

XXIV. Ethical Standards. It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under METRO contracts.

XXV. Insurance. During the term of this Contract, CONTRACTOR shall, at its sole expense, obtain and maintain in full force and effect for the duration of the Agreement and any extension hereof the types and amounts of insurance identified (**Exhibit F**) below by a checked box and in the solicitation:

- A. ☐ Products Liability Insurance in the amount of one million (\$1,000,000.00) dollars (If the vendor will be shipping to a receiving department of METRO)
- B. ☒ General Liability Insurance in the amount of one million (\$1,000,000.00) dollars
- C. ☐ Professional Liability Insurance in the amount of one million (\$1,000,000.00) dollars
- D. ☒ Automobile Liability Insurance in the amount one million (\$1,000,000.00) dollars (if vendor will be making on-site deliveries)
- E. ☒ Worker's Compensation Insurance with statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand

(\$100,000.00) dollars, as required by the laws of Tennessee. (Not required for companies with fewer than five (5) employees.)

F. ☐ Other Insurance ...

G. Such insurance shall:

1. Contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.
2. For any claims related to this agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects METRO, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering METRO, its officials, officers, employees, and volunteers shall be excess of CONTRACTOR's insurance and shall not contribute with it.
3. Automotive Liability Insurance including vehicles owned, hired, and non-owned. Said insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of CONTRACTOR.
4. Worker's Compensation (If applicable), CONTRACTOR shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance. CONTRACTOR shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by CONTRACTOR's workers' compensation insurance coverage.
5. *Other Insurance Requirements.* CONTRACTOR shall:
 - a. Prior to commencement of services, furnish METRO with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to:

**DEPARTMENT OF LAW
INSURANCE AND RISK MANAGEMENT
METRO COURTHOUSE
1 PUBLIC SQUARE, SUITE 108**

NASHVILLE, TENNESSEE 37201

- b. Provide certified copies of endorsements and policies if requested by METRO in lieu of or in addition to certificates of insurance.
- c. Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services.
- d. Maintain such insurance from the time services commence until services are completed and attach the certificates of insurance in the METRO system. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by METRO as a material breach of lease.
- e. Place such insurance with insurer licensed to do business in Tennessee and having A.M.Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the METRO Director of Risk Management Services.
- f. Require all subcontractors to maintain during the term of the agreement Commercial General Liability insurance, Business Automobile Liability insurance, and Worker's Compensation/ Employers Liability insurance (unless subcontractor's employees are covered by CONTRACTOR's insurance) in the same manner as specified for CONTRACTOR. CONTRACTOR shall file subcontractor's certificates of insurance in METRO's system.
- g. Any deductibles and/or self-insured retentions greater than \$10,000.00 must be disclosed to and approved by METRO prior to the commencement of services.
- h. If the CONTRACTOR has or obtains primary and excess policy(ies), there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

XXVI. Indemnification and Hold Harmless. CONTRACTOR will indemnify and hold harmless METRO, its officers, agents and employees from:

- A. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of CONTRACTOR, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract, and,
- B. Any claims, damages, penalties, costs and attorney fees arising from any failure of CONTRACTOR, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

C. METRO will not indemnify, defend or hold harmless in any fashion the CONTRACTOR from any claims arising from any failure, regardless of any language in any attachment or other document that the CONTRACTOR may provide.

D. CONTRACTOR shall pay METRO any expenses incurred as a result of CONTRACTOR's failure to fulfill any obligation in a professional and timely manner under this Contract.

XXVII. Attorney Fees. CONTRACTOR agrees that in the event either party takes legal action to enforce any provision of the contract or to obtain a remedy for any breach of this contract, and in the event METRO prevails in such action, CONTRACTOR shall pay all expenses of such action incurred at any and all stages of the litigation, including costs, and reasonable attorney fees for METRO.

XXVIII. Assignment--Consent Required. The provisions of this contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to CONTRACTOR under this contract, neither this contract nor any of the rights and obligations of CONTRACTOR hereunder shall be assigned or transferred in whole or in part without the prior written consent of METRO. Any such assignment or transfer shall not release CONTRACTOR from its obligations hereunder.

NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION OF:

**METRO'S CHIEF ACCOUNTANT
DIVISION OF ACCOUNTS
DEPARTMENT OF FINANCE
222 THIRD AVENUE NORTH, SUITE 750
NASHVILLE, TENNESSEE 37201**

XXIX. Entire Contract. This contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

XXX. Force Majeure. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

XXXI. Governing Law. The validity, construction and effect of this contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the CONTRACTOR may provide.

XXXII. Venue. Any action between the parties arising from this agreement shall be maintained in the courts of Davidson County, Tennessee.

XXXIII. Severability. Should any provision of this contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.

XXXIV. Notices and Designation of Agent for Service of Process.

A. All notices to METRO shall be mailed or hand delivered to:

Department: **Division of Purchases**
Att'n: **Jeff L. Gossage**
Addr: **730 2nd Avenue, South**
 Suite 112
 Nashville, Tennessee 37210

B. Notices to CONTRACTOR shall be mailed or hand delivered to:

CONTRACTOR:

Att'n:

Addr:

Telephone:

Fax:

E-mail:

C. CONTRACTOR designates the following as the CONTRACTOR's agent for service of process and will waive any objection to service of process if process is served upon this agent:

Designated Agent:

Att'n:

Addr:

XXXV. Effective Date. This contract shall not be binding upon the parties until it has been signed first by the CONTRACTOR and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk.

**THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON
COUNTY**

APPROVED AS TO PROJECT SCOPE:

Department Head

**APPROVED AS TO COMPLIANCE WITH
PROCUREMENT CODE:**

Purchasing Agent

**APPROVED AS TO AVAILABILITY
OF FUNDS:**

Director of Finance

**APPROVED AS TO PROOF OF
INSURANCE:**

Risk Manager

**APPROVED AS TO FORM AND
LEGALITY:**

Metropolitan Attorney

**FILED IN THE OFFICE OF THE
METROPOLITAN CLERK:**

Date:_____

CONTRACTOR

Company: _____

BY: _____

Print: _____

Title: _____

Sworn to and subscribed to before me, a
Notary Public, this _____
day of _____, 2010,
by _____,
the _____ of
CONTRACTOR and duly authorized to
execute this instrument on Contractor's
behalf.

Notary Public

My Commission Expires _____

Exhibit A

Pricing

The pricing model for this contract is as follows:

Exhibit B

Escalation/De-escalation

This Exhibit shall set forth the method of calculation, if permitted by the contract, for price adjustments in subsequent contract periods.

Exhibit C

ACH Form for Electronic Payment

This Exhibit must be completed by the CONTRACTOR to facilitate payment of services.

**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
DEPARTMENT OF FINANCE
TREASURY DIVISION
ACH (AUTOMATED CLEARING HOUSE) CREDITS**

Company Name: _____

Federal Identification Number or Social Security Number (under which you are doing business with Metro) _____

I (We) hereby authorize the Treasurer of the Metropolitan Government of Nashville and Davidson County, hereafter called METRO TREASURER, to initiate credit entries to my (our) (*select type of account*) ☐ CHECKING or ☐ SAVINGS account indicated below and the depository named below, hereinafter called DEPOSITORY, to credit the same to such account.

This authority is to remain in full force and effect until METRO TREASURER has received written notification from me (or either of us) of its termination in such time and in such manner as to afford METRO TREASURER and DEPOSITORY a reasonable opportunity to act on it.

.....

Many banking institutions use different numbers for ACH. Please call your bank for verification of ACH transit and account number.

Bank Official contacted: _____ Phone _____

.....

DEPOSITORY/BANK NAME _____ BRANCH _____

CITY _____ STATE _____

ACH TRANSIT/ABA NO. _____ ACCOUNT NO. _____

NAME(S) _____

(Please print names of authorized account signatory)

SIGNED _____ DATE _____

SIGNED _____ DATE _____

Phone _____

Exhibit D
Affidavits

State of _____

County of _____

As used herein, "Offeror" will include bidders and proposers.

Compliance with Laws: After first being duly sworn according to law, the undersigned (Affiant) states that he/she is the _____ (Title) of _____ (Offeror), and that Offeror is presently in compliance with, and will continue to maintain compliance with, all applicable laws. Thus, Affiant states that Offeror has all applicable licenses, including business licenses, copies of which are attached hereto. Finally, Affiant states that Offeror is current on its payment of all applicable gross receipt taxes and personal property taxes.

Contingent Fees: In accordance with METRO's 1992 Procurement Code, it is a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a METRO contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. After first being duly sworn according to law, the undersigned (Affiant) states that the Offeror has not retained anyone in violation of the foregoing.

Nondiscrimination: Contractor, after being first duly sworn, affirms that by its employment policy, standards and practices it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, religion, color, national origin, age or sex and that it is not in violation of and will not violate any applicable laws concerning the employment of individuals with handicaps and/or disabilities. It is the policy of the Metropolitan Government not to discriminate on the basis of age, race, sex, color, religion, national origin or handicap and/or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services and activities. With regard to all aspects of this contract, contractor certifies and warrants it will comply with this policy.

And Further Affiant Sayeth Not:

By: _____

Title: _____

Address: _____

Sworn to and subscribed before me on this ____ day of _____, 2010____.

Notary Public

My commission expires: _____

Exhibit E

Insurance Forms

This Exhibit shall house the proof of insurance in the amounts and form set required by the contract.

Attachments A
Procurement Nondiscrimination Program Forms
Form Submission Procedures

Demonstrating compliance with the Procurement Nondiscrimination Program requires the submission of the following forms:

1. **Statement of Good Faith Efforts**- This completed form is required at the time of bid/proposal submission. Each of the first three listed statements must be initialed by an authorized company official indicating that the prime contractor has made all of the good faith efforts required by the Procurement Nondiscrimination Program. Prime contractors should initial any of the additional good faith efforts listed subsequently on the form as they are applicable.

This form must be signed by a principle of your company and dated.

2. **Statements of Interested, Notified, and Successful Subcontractors** – This completed form is required at the time of bid/proposal submission to provide Metro with information regarding your outreach efforts. The first section of this form should list those firms that have contacted you as well as those with whom you have made contact regarding potential participation on this project. The second section of this form should list the MWBE subcontractors with whom you have decided to work with on this project if awarded.

Submitted forms should be fully completed and specify the MWBE company names, individual(s) contacted, date contacted, M/WBE Certificate Type, percentage of total contract value to be awarded, a description of the work to be performed, and the UNSPS Code of the work. A copy of the codes can be provided upon request to the BAO.

NOTE: Reasons for declining offers made by potential MWBE partners must be noted on this form.

This form must be signed by a principle of your company and dated.

3. **Letter of Intent to Perform as a Subcontractor/Joint Venture**--This form is to be completed and submitted by the apparent successful participant **by the end of the second business day following notice of intent to award from Metro**. It should specify the names of the MWBEs with whom the prime contractor intends to subcontract or joint venture. Additionally it should detail the work to be performed, the total value of the MWBE participation on the contract in dollars and percentage and must be signed by both the MWBE subcontractor/joint venture partner AND the prime contractor and dated.

NOTE: A separate form must be completed for each individual MWBE subcontractor/joint venture partner.

Any additional questions regarding required detail and documentation to demonstrate Procurement Nondiscrimination Program compliance should be directed to the Business Assistance Office at 615-880-2814.

Attachment A (continued)
Good Faith Efforts

Subject: Proposal for _____
(Name of Project)

Pursuant to the requirements for Participants under the Procurement Non-Discrimination Program, and in consideration of the privilege to submit Proposals on contracts funded, in whole or in part, by the Metropolitan Government, I/We, attest that I/We have made the following efforts to ensure that potential MWBE subcontractors were notified of the opportunity to participate as a subcontractor or joint venturer on this project.

- _____ I/We have made efforts to include certified MWBE's in the procurement process and to ensure that businesses are not discriminated against on the basis of race, ethnicity or gender;
- _____ I/We have delivered appropriate written notice to three available certified MWBEs for each potential subcontracting or supply category in the Contract AND all potential subcontractors or vendors which requested information on the Contract.
- _____ I/We have provided all potential subcontractors or vendors with adequate information as to the plans and specifications of this project, information necessary to provide a bid or quote, relevant terms and conditions of any resultant contract and the last date and time for receipt of price quotations.

Additionally, _____ has made the following Good Faith Efforts to include MWBEs as subcontractors or joint venturers on this project.

- _____ I/We have attended a special meeting called to inform business and individuals of subcontracting or supply opportunities.
- _____ I/We have, in accordance with normal industry practices, divided the contract into economically feasible segments that can be performed by a MWBE.
- _____ I/We have provided a written explanation for rejection of any potential subcontractor or vendor to the BAO, included the name of the firm proposed to be awarded the subcontract or supply agreement, where price competitiveness is not the reason for rejection.
- _____ I/We have actively solicited, through sending letters or initiating personal contact, MWBEs in all feasible and appropriate categories providing subcontracting opportunities for the contract under consideration.
- _____ I/We have utilized the services of available community organizations and associations, contractors' groups, and trade associations known to publicize contracting and procurement opportunities, for the purpose of obtaining assistance

in the contacting and recruitment of MWBEs for the Metropolitan Government contract under consideration.

_____ I/We have advertised in publications of general circulation in the Nashville Metropolitan Statistical Area ("MSA"), trade publications and other media owned by, or otherwise focused or marketed to MWBEs, and the advertisement identifies and describes the specific subcontracting or other opportunity in reasonable detail.

_____ I/We have conducted discussions with interested MWBEs in good faith, and provided the same willingness to assist MWBEs as has been extended to any other similarly situated subcontractor.

_____ I/We have taken steps to ensure that all labor supervisors, superintendents, and other on-site supervisory personnel are aware of and carry out the obligation to maintain a non-discriminatory work environment, free of harassment, intimidation and coercion at all construction sites, offices and other facilities to which employees are assigned to work.

Printed Name of Company Official

Date

Signature

Title of Company Official

Fully Company Name

Mailing Address

Area Code/Phone Number

City, State, Zip

Please contact the Business Assistance Office (615) 880-2814 with any questions about information which may be required.



STATEMENTS OF INTERESTED, NOTIFIED AND SUCCESSFUL SUBCONTRACTORS

Please complete this form to provide Metro with information regarding your outreach efforts. Please include information appropriately regarding those certified MWBEs that you contacted, who contacted you and those that you have decided to work with on this project. Please add additional copies of this sheet as necessary so that you may list ALL MWBEs with whom you've had contact. Please contact the Business Assistance Office with any questions at 615-880-2814.

Project Name _____

RFP/ITB Number _____

As part of our regular and customary good faith efforts to include MWBE subcontractors, suppliers and joint venturers, _____(Company Name)_____ has contacted or was contacted by the following certified MWBEs related to our bid/proposal.

<i>Business Name & Contact</i>	<i>Phone No</i>	<i>MBE/WBE Certificate Type</i>	<i>Date of Contact</i>	<i>Method of Contact</i>	<i>Who Initiated Contact?</i>	<i>If Bid Submitted, Amount of Bid*</i>	<i>Offer Accepted or Declined</i>	<i>Reason(s) for Declining</i>

*STATEMENT OF BID/PRICE QUOTATION

Having submitted a Proposal/bid for the above referenced project, if awarded the contract, _____(Company Name)_____ advises that contingent upon award of the contract to our company, our subcontractor, suppliers, or joint venture partnership participation is projected to be as follows:

<i>Business Name & Contact</i>	<i>Phone No</i>	<i>MBE/WBE Certificate Type</i>	<i>Dollar value</i>	<i>Estimated % of total contract value</i>	<i>UNSPS Code # for work to be performed</i>	<i>Work to be performed</i>

Name _____

Title _____

Date _____

Attachment A (continued)
**Letter Of Intent To Perform As A
Subcontractor/Joint Venture**

This form is to be completed and submitted by the apparent successful participant by the end of the second business day following notice of intent to award.

Proposal for _____
(Name of Project)

Prime Contractor Name _____

The undersigned has agreed to perform work in connection with the above project as:

☐ a subcontractor ☐ a joint venture

Detailed description of work items to be performed:

At the following price(s): \$ _____

The total value of MWBE participation under this Subcontractor/Joint Venture Agreement is

\$ _____; which is estimated to be _____% of the total Proposal.

Signature of Subcontractor/Joint Venturer

Printed Name: _____

Title: _____

Date: _____

The undersigned will enter into a written agreement with the above subcontractor for the work described upon award and execution of a contract with The Metropolitan Government.

Signature of Prime Contractor

Printed Name: _____

Title: _____

Date: _____

Attachment B
Affidavits

State of _____ County of _____

As used herein, "Offeror" will include bidders and proposers.

Compliance with Laws: After first being duly sworn according to law, the undersigned (Affiant) states that he/she is the _____ (Title) of _____ (Offeror), and that Offeror is presently in compliance with, and will continue to maintain compliance with, all applicable laws. Thus, Affiant states that Offeror has all applicable licenses, including business licenses, copies of which are attached hereto. Finally, Affiant states that Offeror is current on its payment of all applicable gross receipt taxes and personal property taxes.

Contingent Fees: In accordance with METRO's 1992 Procurement Code, it is a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a METRO contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. After first being duly sworn according to law, the undersigned (Affiant) states that the Offeror has not retained anyone in violation of the foregoing.

Nondiscrimination: Contractor, after being first duly sworn, affirms that by its employment policy, standards and practices it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, religion, color, national origin, age or sex and that it is not in violation of and will not violate any applicable laws concerning the employment of individuals with handicaps and/or disabilities. It is the policy of the Metropolitan Government not to discriminate on the basis of age, race, sex, color, religion, national origin or handicap and/or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services and activities. With regard to all aspects of this contract, contractor certifies and warrants it will comply with this policy.

And Further Affiant Sayeth Not:

By: _____

Title: _____

Address: _____

Sworn to and subscribed before me on this ____ day of _____, 200____.

Notary Public

My commission expires: _____

Attachments C
Guidelines for Assistance to Small Businesses

- I. Assistance to Small Businesses as Prime or Subcontractor for Construction and/or Other Services

The Metropolitan Government of Nashville and Davidson County (Owner) has established guidelines, which provide incentives to maximize the participation of Small Businesses as Prime or Subcontractor for construction and/or other services.

- II. Small Businesses as Prime or Subcontractor for Construction and/or Other Services

This section provides the definition of a Small Business as contained in the Metropolitan Procurement Code, and the additional criteria for Small Business status as set forth in the Regulations to the Metropolitan Procurement Code.

A Small Business satisfies all of the following criteria:

- (a) A United States business which is independently owned and operated, and which is not dominant in its field of operation or an affiliate or subsidiary of a business dominant in its field of operation;
- (b) Either has no more than the following number of employees or has no more than the following annual sales volume for the applicable industry; and

INDUSTRY	ANNUAL SALES VOLUME	MAXIMUM NUMBER OF EMPLOYEES*
Agriculture, Forestry, Fishing	\$500,000	9
Architectural/Design/Engineering	\$2,000,000	30
Construction	\$2,000,000	30
Educational	\$1,000,000	9
Finance, Insurance, Real Estate	\$1,000,000	9
Information Systems/Technology	\$2,000,000	30
Manufacturing	\$2,000,000	99
Marketing/Communications/Public Relations	\$2,000,000	30
Medical/Healthcare	\$2,000,000	30
Mining	\$1,000,000	49
Retail Trade	\$750,000	9
Service Industry	\$500,000	9
Transportation, Commerce, and Utilities	\$1,000,000	9
Wholesale Trade	\$1,000,000	19

(c) Meets the following additional criteria:

1. Has demonstrated capability to perform independently a substantial portion of the contract they seek, or a substantial portion of the subcontract for which they are proposed by a bidder or offeror, as specified by the Purchasing Agent;
2. Not share or jointly use office space, production, marketing and sales, business support systems, personnel, or equipment with any business not classified by Metro as a small business (i.e., a large business);
3. Has existed as a legal business entity for a minimum of one year (twelve months of continuous business enterprise), performing independently and satisfactorily and achieving a minimum of \$35,000.00 sales income (collected sales dollars not simply booked sales);
4. Not be owned, controlled, or directed by individuals or groups of individuals who own, control, or direct a large business involved in the same category of work as the business for which small business status is sought;
5. If a supplier, be an authorized regular distributor with normal wholesale agreements for the Product or products to be supplied; and

6. If a construction contractor, be licensed as required by the state to perform the work for which it has submitted a bid or has been proposed by a prime as a subcontractor.

*NOTE: Employee means a person (or persons) employed on a full-time (or full-time equivalent), a permanent basis. Full-time equivalent includes employees who work 30 hours per week or more. Full-time equivalent also includes the aggregate of employees who work less than 30 hours a week, where the work hours of such employees add up to at least a 40 hour work week.

The totality of the circumstances, including factors relevant for tax purposes, will determine whether persons are employees of a concern. Temporary employees, independent contractors or leased employees are not employees for these purposes. The owner(s) are excluded from this classification.

SMALL BUSINESS STATUS

If Firms desire to claim the status as a small business, they must

- 1) Be registered to do business with Metro at <https://smartrac.nashville.gov/newvendorlogin.aspx> , and
- 2) Have been approved as a small business through the submission to Metro of documentation to confirm small business status including a copy of their two most recently submitted business tax returns as well as IRS form 941-Employer's Quarterly federal tax return.

This information will be reviewed Metro's BAO and used to confirm the small business status. Small business status must be approved by Metro **prior** to submission. ***While Metro commits to having documents reviewed and status granted as quickly as possible after the receipt of the necessary documentation, to be safe, documents should be submitted no later than four days before the proposal opening date to allow time for status to be granted.***

Attachments D
List of Proposed Small Businesses for RFP __10-68_____

Proposer Name: _____

Notice: Small businesses listed must be registered with Metro and small business status must be approved by Metro **prior** to proposal submission. Registration can be completed online at:
<https://smartrac.nashville.gov/newvendorlogin.aspx>

	Small Business Name	Small Business Address, Phone Number and email address	Industry of Work to be Performed by this Small Business (see <i>Instructions below this table</i>)	Phase in project when Small Business is anticipated to perform work	Minimum Amount & <i>Percentage</i> of total contract dollars to be spent with this Small Business
1.					
2.					
3.					
4.					
5.					

INSTRUCTIONS:

- If the proposer is a small business, the proposer should also be included in this list.
- If more than six (6) Small Businesses are to be listed, please attach an additional sheet.
- For the "Industry of Work to be Performed by this Small Business" column, you must enter an Industry listed here: Agriculture, Architectural/Design/Engineering; Educational; Information Systems/Technology; Marketing/Communications/Public Relations; Medical/Healthcare; Forestry, Fishing; Mining; Construction; Manufacturing; Wholesale Trade; Retail Trade; Finance, Insurance, Real Estate; Transportation, Commerce, and Utilities; Service Industry

Submission of a proposal shall constitute Proposer's representation that neither Proposer nor an officer, agent or employee of Proposer, or the spouse, parent or child of an officer, agent or employee of Proposer, is involved in the ownership, operation or management of any subcontractor claiming status as a small business for purposes of this Proposal and Contract.

 Name and Title of Person submitting this form

Attachment E

Insurance Requirements

Contractor shall at its sole expense obtain and maintain in full force and effect for the duration of the Agreement and any extension hereof at least the following types and amounts of insurance for claims which may arise from or in connection with this Agreement.

1. *Commercial General and Umbrella Liability Insurance.* Contractor shall maintain commercial general liability (CGL) insurance and, if necessary, commercial umbrella insurance with limits of not less than \$1,000,000 each occurrence. Coverage shall include child molestation coverage with the same limits (\$1,000,000.00). If such CGL insurance contains a general aggregate limit, it shall apply separately to the project/location in this Agreement.

Such insurance shall:

- a. Be written on ISO occurrence form CGL 00 01 12 04 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
 - b. Include The Metropolitan Government of Nashville and Davidson County as an insured under the CGL, using ISO additional insured endorsement CG 20 37 or CG 20 26 or a substitute providing equivalent coverage and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to Metro. There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured.
2. *Automobile Liability Insurance;* including vehicles owned, hired, and non-owned, with a limit of not less than \$1,000,000 each

accident for Bodily Injury and Property Damage. Such insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes Metro, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of Contractor in the performance of this contract.

3. *Workers' Compensation Insurance.* Contractor shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance with limits of not less than \$500,000. Contractor shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by Contractor's workers' compensation insurance coverage.

4. *Other insurance:*

4. *Other Insurance Requirements.* Contractor shall:

- a. Prior to commencement of services, furnish Metro with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to Metro's Law Department, 222 Third Avenue North, Suite 501, Nashville, TN 37201 except ten (10) days in the event of non-payment of premium.

- b. Provide certified copies of endorsements and policies if requested by Metro in lieu of or in addition to certificates of insurance.

- c. Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services.

- d. Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by Metro as a material breach of contract.

e. Place such insurance with insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the Metro Risk Manager.

f. Require all subcontractors to maintain during the term of the Agreement Commercial General Liability insurance, Business Automobile Liability insurance and Workers' Compensation/Employer's Liability insurance (unless subcontractor's employees are covered by Contractor's insurance) in the same manner as specified for Contractor. Contractor shall furnish subcontractors' certificates of insurance to Metro prior to the commencement of subcontractors' work. The General Contractor's commercial general liability insurance should not include CG 2294 or CGT 2295.

g. Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by Metro prior to the commencement of services.

g. If the Contractor has or obtains primary and excess policies, there shall be no gap between the limits of the primary policies and the deductible features of the excess policies

h. The insurer shall agree to waive all rights of subrogation against Metro, its officers, officials, and employees for losses arising from work performed by Contractor for Metro.

Attachment F
ETHICAL STANDARDS AFFIDAVIT

STATE OF _____ COUNTY OF _____

CONTRACTOR, AFTER BEING FIRST DULY SWORN, AFFIRMS THAT BY ITS EMPLOYMENT POLICY, STANDARDS AND PRACTICES IT DOES NOT SUBSCRIBE TO ANY PERSONNEL POLICY WHICH PERMITS OR ALLOWS FOR THE PROMOTION, DEMOTION, EMPLOYMENT, DISMISSAL OR LAYING OFF OF ANY INDIVIDUAL DUE TO RACE, CREED, COLOR, NATIONAL ORIGIN, AGE OR SEX AND THAT IT IS NOT IN VIOLATION OF AND WILL NOT VIOLATE ANY APPLICABLE LAWS CONCERNING THE EMPLOYMENT OF INDIVIDUALS WITH DISABILITIES.

CONTRACTOR UNDERSTANDS THAT IT SHALL BE A BREACH OF ETHICAL STANDARDS FOR ANY PERSON TO OFFER, GIVE OR AGREE TO GIVE ANY EMPLOYEE OR FORMER EMPLOYEE, OR FOR ANY EMPLOYEE OR FORMER EMPLOYEE TO SOLICIT, DEMAND, ACCEPT OR AGREE TO ACCEPT FROM ANOTHER PERSON, A GRATUITY OR AN OFFER OF EMPLOYMENT IN CONNECTION WITH ANY DECISION, APPROVAL, DISAPPROVAL, RECOMMENDATION, PREPARATION OF ANY PART OF A PROGRAM REQUIREMENT OR A PURCHASE REQUEST, INFLUENCING THE CONTENT OF ANY SPECIFICATION OR PROCUREMENT STANDARD, RENDERING OF ADVICE, INVESTIGATION, AUDITING OR IN ANY OTHER ADVISORY CAPACITY IN ANY PROCEEDING OR APPLICATION, REQUEST FOR RULING, DETERMINATION, CLAIM OR CONTROVERSY OR OTHER PARTICULAR MATTER PERTAINING TO ANY PROGRAM REQUIREMENT OF A CONTRACT OR SUBCONTRACT OR TO ANY SOLICITATION OR PROPOSAL THEREFOR.

CONTRACTOR ALSO UNDERSTANDS THAT IT SHALL BE A BREACH OF ETHICAL STANDARDS FOR ANY PAYMENT, GRATUITY OR OFFER OF EMPLOYMENT TO BE MADE BY OR ON BEHALF OF A SUBCONTRACTOR UNDER A CONTRACT TO THE PRIME CONTRACTOR OR HIGHER TIER SUBCONTRACTOR OR ANY PERSON ASSOCIATED THEREWITH, AS AN INDUCEMENT FOR THE AWARD OF A SUBCONTRACT OR ORDER.

CONTRACTOR ALSO UNDERSTANDS THAT IT SHALL BE A BREACH OF ETHICAL STANDARDS FOR A PERSON TO BE RETAINED, OR TO RETAIN A PERSON, TO SOLICIT OR SECURE A METROPOLITAN GOVERNMENT CONTRACT UPON THE AGREEMENT OR UNDERSTANDING FOR A CONTINGENT COMMISSION, PERCENTAGE, OR BROKERAGE FEE, EXCEPT FOR RETENTION OF BONA FIDE EMPLOYEES OR BONA FIDE ESTABLISHED COMMERCIAL SELLING AGENCIES FOR THE PURPOSE OF SECURING BUSINESS.

CONTRACTOR REPRESENTS THAT IT HAS NOT RETAINED ANYONE IN VIOLATION OF THE FOREGOING.

CONTRACTOR FURTHER UNDERSTANDS THAT A BREACH OF ETHICAL STANDARDS COULD RESULT IN CIVIL OR CRIMINAL SANCTIONS AND/OR DEBARMENT OR SUSPENSION FROM BEING A SELLER, CONTRACTOR OR SUBCONTRACTOR UNDER METROPOLITAN GOVERNMENT CONTRACTS.

AND FURTHER, CONTRACTOR SAYETH NOT.

CONTRACTOR

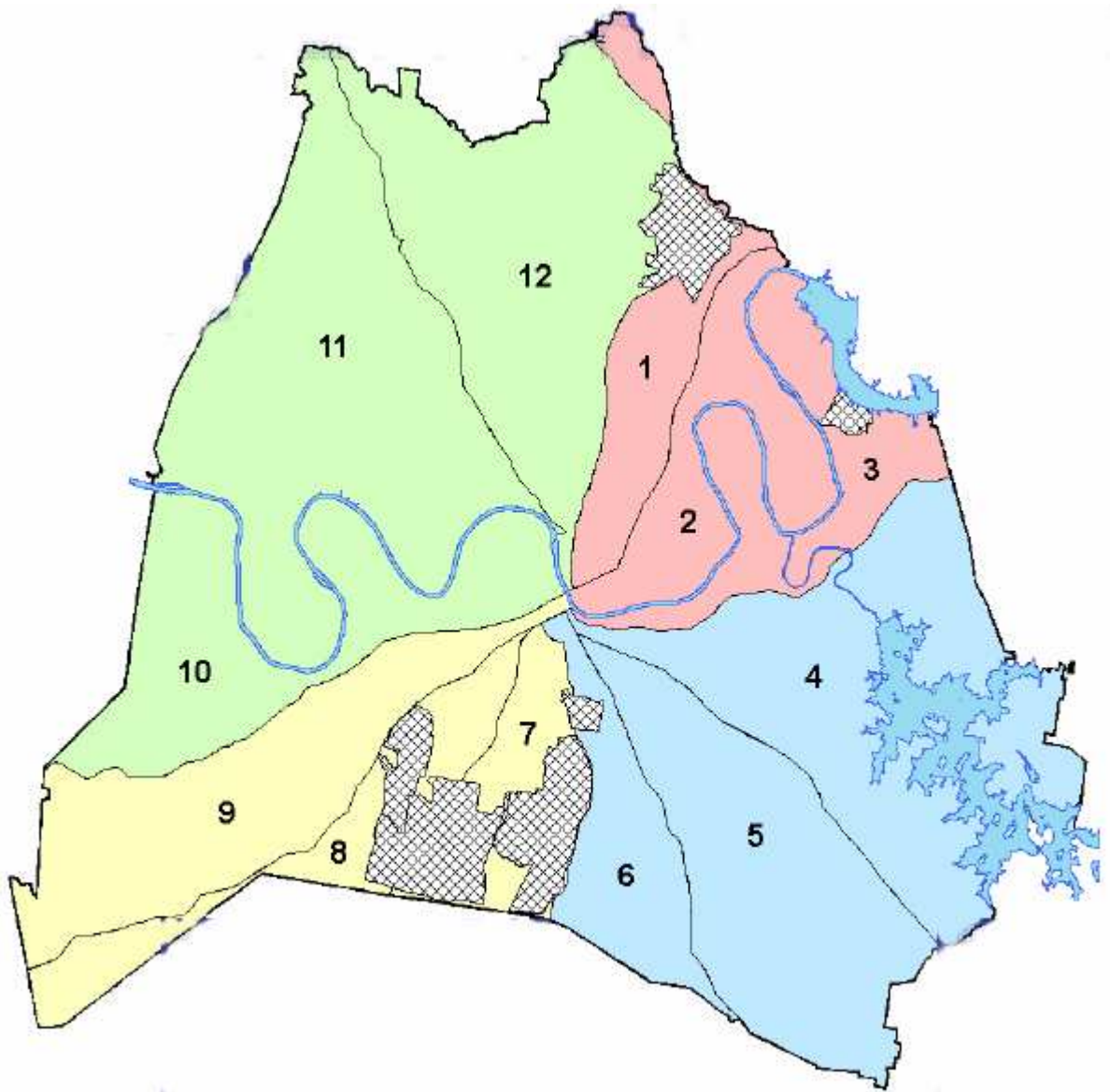
SWORN TO AND SUBSCRIBED BEFORE ME, A NOTARY PUBLIC IN AND FOR THE ABOVE STATE AND COUNTY, ON THIS ____ DAY OF _____, 2010____.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

Attachment G
Maps and Sample Forms

METRO NASHVILLE AND DAVIDSON COUNTY



METRO NASHVILLE GOVERNMENT LOAD TICKET		Ticket No. 000001
Section 1		
Prime Contractor:		Date:
Subcontractor (Hauler):		Departure Time:
Driver:		Truck Plate No.:
Measured Bed Capacity (cu. yds.):		
Debris Pickup Site Location: (must be a street address)		
Debris Type: <input type="checkbox"/> Vegetation <input type="checkbox"/> Construction & Demolition <input type="checkbox"/> Mixed <input type="checkbox"/> Other:		
Loading Site Monitor: Print Name:		
Signature:		
Remarks:		
Section 2		
Debris Disposal Site Location:		
Estimate Debris Quantity: cu. yds. _____		Arrival Time:
Disposal Site Monitor: Print _____		Name:
Signature:		
Remarks:		
Copies: White – Load Site Monitor Green – Disposal Site Monitor Canary, Pink, Gold – Onsite Contractor's Representative or Driver		

PRICE PROPOSAL FORM
DISASTER DEBRIS REMOVAL, REDUCTION, AND DISPOSAL
RFP #123

PART A – Volume based pricing for 1,000,000 cubic yard debris disaster

Item/Description	Estimated		Unit Price	Extension
	Quantity	Unit		
1. 0 Debris Removal and Disposal Operations				
1.1 Pickup from Public Property or maintained Rights of Way and hauling to a designated Temporary Debris Staging and Reduction (TDSR) site or Disposal Facility 15 or less miles away (one-way miles). (Trips with one-way miles in excess of 15 miles compensated at the rate quoted in Items 1.2., 1.3 or 1.4).	800,000	CY		
1.2 Pickup from Public Property or maintained Rights of Way and hauling to a designated Temporary Debris Staging and Reduction (TDSR) site or Disposal Facility 16 to 30 miles away (one-way miles). (Trips with one-way miles in excess of 30 miles compensated at the rate quoted in Items 1.3 or 1.4).	200,000	CY		
1.3 Pickup from a Temporary Debris Transfer site and hauling to a designated Disposal Facility 31.0 to 60.0 miles away (one-way miles). Volume reduction will not take place. (Trips with one-way miles in excess of 60 miles compensated at the rate quoted in Item 1.4).	200,000	CY		
1.4 Pickup from a Temporary Debris Transfer site and hauling to a Disposal Facility 61.0 – 120.0 miles away (one-way miles). Volume reduction will not take place.	100,000	CY		

2.0 Removal and Disposal of Stumps and Hazardous Limbs			Unit Price	Extension
2.1 Extract, remove and dispose of the eligible stump and root ball and back filling of the root cavity with compacted soil of trees that are not uprooted and larger than 24 inches in diameter (measured two feet from the ground). Stumps must have more than 50% of their root ball exposed. Stumps placed along maintained Rights of Way by others will be paid under Items 1.1 through 1.4 above. (See NOTE 2 below).	200	Each		
2.2 Removal and disposal of hazardous hanging limbs greater than 2 inches in diameter.	1,000	Each Tree		
3.0 Temporary Debris Staging and Reduction Site Operations				
3.1 Temporary Debris Management Site operation, debris acceptance, pile management, and material loading for transport. Price includes construction of inspection towers as specified in the scope of work.	1,000,000	CY		
3.2 Volume reduction of debris through grinding and/or chipping. (See NOTE 3 below)	1,000,000	CY		
3.3 Volume reduction through air curtain incineration. (See NOTE 3 below)	1,000,000	CY		
4.0 Grand Total				

NOTES:

Unit Prices, unless otherwise indicated, shall include all labor (operators, laborers, and supervisors), equipment and materials including but not limited to: supplies, equipment maintenance, repairs, repair parts, fuels, lubricants, cellular phones, transportation, traffic control and housing, if required, necessary to accomplish the project. The quantities and distributions are estimated for the purpose of making an award. Locations of sites, debris quantities, destinations, material densities, etc. may differ substantially in an actual disaster.

Stumps less than 24 inches in diameter, with attached root balls, will be considered to be normal debris and payment for loading, hauling, and dumping shall be provided under Items 1.1 through 1.4. Removal and disposal of all stumps, regardless of shape, size or weight, that are placed on

the rights-of-way by others (i.e. contractors did not extract them from public property or property of eligible Private Non Profit organization will be at the unit cost rate (Items 1.1 through 1.4) for regular debris using the Stump Conversion Table shown below which was develop by FEMA.

3. To determine the cubic yards for grinding or burning stumps with root balls greater than 24 inches in diameter, the CONTRACTOR shall count the number of stumps and based on their diameter, use the table below to convert to cubic yards. This calculated volume related to stumps greater than 24 inches in diameter can be added to the volume of other debris for purposes of reduction and payment under Items 3.2 (Grinding) and 3.3 (Incineration).

STUMP CONVERSION TABLE

Stump Diameter (Inches)	Cubic Yards	Stump Diameter (Inches)	Cubic Yards	Stump Diameter (Inches)	Cubic Yards
6	0.3	33	7.8	60	25.8
7	0.4	34	8.3	61	26.7
8	0.5	35	8.8	62	27.6
9	0.6	36	9.3	63	28.4
10	0.7	37	9.8	64	29.4
11	0.9	38	10.3	65	30.3
12	1	39	10.9	66	31.2
13	1.2	40	11.5	67	32.2
14	1.4	41	12	68	33.1
15	1.6	42	12.6	69	34.1
16	1.8	43	13.3	70	35.1
17	2.1	44	13.9	71	36.1
18	2.3	45	14.5	72	37.2
19	2.6	46	15.2	73	38.2
20	2.9	47	15.8	74	39.2
21	3.2	48	16.5	75	40.3
22	3.5	49	17.2	76	41.4
23	3.8	50	17.9	77	42.5
24	4.1	51	18.6	78	43.6
25	4.5	52	19.4	79	44.7
26	4.8	53	20.1	80	45.9
27	5.2	54	20.9	81	47
28	5.6	55	21.7	82	48.2
29	6	56	22.5	83	49.4
30	6.5	57	23.3	84	50.6
31	6.9	58	24.1		
32	7.3	59	24.9		

Part B – Hourly Prices

For Temporary Debris Staging and Reduction Site Set-up and Closure and Debris Clearance for First 70 Hours			
Equipment and Labor Rates			
Equipment Type	Hourly Equipment Rate	Hourly Labor Rate	Total Hourly Rate
Air Curtain Pit Burner			
Air Curtain Refractory Incinerator			
Bobcat Loader			
Bucket Truck w/Operator			
Chipper/Mulcher (8" throat)			
Chipper/Mulcher (12" throat)			
Crash Truck w/Impact Attenuator			
Crew Foreman w/Cell Phone and Pickup			
Dozer, Tracked, D5 or similar			
Dozer, Tracked, D6 or similar			
Dozer, Tracked, D7 or similar			
Dozer, Tracked, D8 or similar			
Dump Truck, 18 CY-20 CY			
Dump Truck, 21 CY-30 CY			
Generator and Lighting			
Grader w/12' Blade			
Hydraulic Excavator, 1.5 CY			
Hydraulic Excavator, 2.5 CY			
Knuckle boom Loader			
Laborer w/Chain Saw			
Laborer w/small tools, traffic control, flag person			
Lowboy Trailer w/Tractor			
Log Skidder			
Mobile Crane (Adequate for hanging limbs/leaning trees)			
Operations Manager w/Cell Phone and Pickup			
Pickup Truck, .5 Ton			

For Temporary Debris Staging and Reduction Site Set-up and Closure and Debris Clearance for Access			
Equipment and Labor Rates			
Equipment Type	Hourly Equipment Rate	Hourly Labor Rate	Total Hourly Rate
Soil Compactor 80 HP			
Soil Compactor 81 HP+			
Soil Compactor, Towed Unit			
Stump Grinder 30" diameter or less			
Stump Grinder greater than 30" diameter			
Traffic Control, Temporary Single Lane Closure			
Traffic Control, Temporary Road Closure			
Tree Climber s/Chainsaw			
Truck, Flatbed			
Tub Grinder, 800 to 1,000 HP			
Waste Collection Rear Loader Truck			
Water Truck			
Wheel Loader, 2.5 CY, 950 or similar			
Wheel Loader, 3.5– 4.0 CY, 966 or similar			
Wheel Loader, 4.5 CY, 980 or similar			
Wheel Loader-Backhoe, 1.0 – 1.5 CY			
Other – Please List			

Part B unit prices for equipment such as: air curtain burners/incinerators, chipper/mulchers and tub grinders do not pertain to debris management site operations, which are included under Part A.

Part B unit prices for Traffic Control do not pertain to debris collection and removal operations from public property and public maintained Right-of-Ways, which are included under Part A.

PERFORMANCE BOND

_____, as surety

("Surety"), and _____
as principal ("Contractor"), enter into and execute this bond ("Performance Bond"), and bind themselves in favor of The Metropolitan Government of Nashville and Davidson County as obligee ("Owner") in the penal sum of _____ (\$ _____)

WHEREAS, the Contractor has executed a contract ("Construction Contract") with the Owner for construction of _____
_____("Project"); and,

WHEREAS, the Owner has required the Contractor to furnish a Performance Bond containing the terms and conditions set forth herein as a condition to executing the Construction Contract;

NOW THEREFORE, the Surety and the Contractor, both jointly and severally, and for themselves, their heirs, administrators, executors and successors agree:

1. The Construction Contract is hereby incorporated herein and by reference made a part hereof to the same extent and effect as though it were copied verbatim herein. The Surety and the Contractor are bound for the full performance of the Construction Contract including without exception all of its terms and conditions, both express and implied, including, without limitation, any obligation to remedy defects for a specified period after full completion of the Project.

2. If the Contractor is in default of the Construction Contract and the Owner, by written notice to the Contractor and the Surety, declares the Contractor to be in default and terminates the right of the Contractor to proceed, the Surety shall thereupon promptly notify the Owner in writing as to which of the actions permitted to the Surety in Paragraph 3 it will take.

3. Upon the default and termination of the Contractor and notice to the Contractor and Surety as provided in Paragraph 2 above, the Surety shall within forty-five (45) days proceed to take one or, at its option, more than one of the following of the courses action:

(a) Proceed itself, or through others acting on its behalf, to complete full performance of the Construction Contract including, without limitation, correction of defective and nonconforming work performed by or on behalf of the Contractor. During such performance by the Surety, the Owner shall pay the

Surety from its own funds only such sums as would have been due and payable to the Contractor in the absence of default and termination;

(b) With the prior agreement and written consent of the Owner, Owner may, at the Surety's cost and expense, obtain bids or proposals from contractors in accordance with applicable procurement laws and regulations, for full performance of the Construction Contract. The Owner shall furnish the Surety a copy of such bids or proposals following opening of same. Unless Surety objects, the Owner shall, in accordance with applicable procurement laws and regulations, award a contract, acceptable to Owner, for fulfillment and completion of the Construction Contract. Any payment or performance bonds required therewith shall not relieve the Surety from any of its obligations under this Performance Bond. Should Surety object to the award, the Surety shall proceed under another permissible course of action. In the event of award, the Owner shall pay the completing contractor from its own funds only such sums as would have been due and payable to the Contractor under the Construction Contract as and when they would have been due and payable to the Contractor in the absence of the default and termination. To the extent that the Owner is obligated to pay the completing contractor sums which would not have been due and payable to the Contractor under the Construction Contract, the Surety shall provide the Owner with such sums in a sufficiently timely manner that the Owner can utilize such sums in making timely payment to the completing contractor; or,

(c) Take any and all other acts, if any, mutually agreed upon in writing by the Owner and the Surety.

Liquidated damages shall continue to accrue until completion of the Project, in accordance with the Contract.

4. In addition to those duties set forth hereinabove, the Surety shall promptly pay the Owner all loss, costs and expenses resulting from the Contractor's default(s), including, without limitation, fees, expenses and costs for architects, engineers, consultants, testing, surveying and attorneys, liquidated and actual damages, as applicable, for delay in completion of the Project, and fees, expenses and costs incurred at the direction, request, or as a result of the acts or omissions of the Surety.

5. The Surety waives notice of any changes to the Construction Contract including, without limitation, changes in the contract time, the contract price, or the work to be performed.

6. This Performance Bond is provided by the Surety for the sole and exclusive benefit of the Owner and, if applicable, any dual obligee designated by rider attached hereto together with their heirs, administrators, executors, successors or assigns. No other party, person or entity shall have any rights against the Surety hereunder.

7. Any and all notices to the Surety, the Owner or the Contractor shall be given by U.S. Mail to the address set forth for each party below:
Surety:

Contractor:

Owner: Purchasing Agent

The Metropolitan Government of Nashville and Davidson County

Lindsley Hall, Suite 112

730 2nd Avenue, South

Nashville, TN 37210

8. Any action hereon may be instituted so long as the applicable statute of limitations has not expired.

CONTRACTOR:

_____ Seal (TYPED NAME)

By: _____
(SIGNATURE)

(PRINTED NAME, TITLE AND ADDRESS)

(DATE OF EXECUTION)

SURETY:

_____ Seal (TYPED NAME)

By: _____
(SIGNATURE)

(PRINTED NAME, TITLE AND ADDRESS)

(DATE OF EXECUTION)